

# EXHIBIT 1



# Request for Proposal

RFP #: ICEMA23-ICEMA-4811

Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

The Inland Counties Emergency Medical Agency

San Bernardino County

December 20, 2022

The Inland Counties Emergency Medical Agency (ICEMA) and San Bernardino County (County) invites experienced and qualified organizations to submit proposals to provide ground ambulance transportation services, interfacility and critical care transports for an Exclusive Operating Area (EOA) as provided for in Section 1797.224 of the California Health and Safety Code. For the purpose of this RFP, ICEMA is unifying the following existing EOAs (EOA 1, EOA 2, EOA 3, EOA 4, EOA 5b, EOA 6, EOA 7, EOA 8, EOA 9, EOA 11 and EOA 12a), and referring to them as the Comprehensive Service Area. This is to ensure proposers understand the County will only accept proposals for the entire Comprehensive Service Area and will not consider proposals that fragment the Comprehensive Service Area. The boundaries of each existing EOA have not changed. The Comprehensive Service Area included in this Request for Proposal (RFP) is identified in Exhibit 2.

Proposals and questions must be submitted using the County's Electronic Procurement Network (ePro). Questions related to the use of this system should be directed to the person identified below (RFP Contact):

Michelle Churchill, Supervising Buyer  
San Bernardino County  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760  
Email: [michelle.churchill@pur.sbcounty.gov](mailto:michelle.churchill@pur.sbcounty.gov)  
Phone: (909) 387-2060

Proposals will not be accepted by email or facsimile. Proposals must be submitted electronically through the County ePro, and via hard copy with original signature submitted to the address indicated above. All Proposers must register with the ePro system prior to the date and time to submit the proposal or they will be disqualified.

The County is a political subdivision of the State of California. State law confers to the Local Emergency Medical Services Agency (LEMSA) authority to designate one or more emergency ambulance service providers. The County and ICEMA are conducting this procurement and are seeking a qualified ambulance service provider to deliver the services identified under Section IV, Scope of Work.

ICEMA encompasses the jurisdictional boundaries of San Bernardino County and is designated by the San Bernardino County Board of Supervisors as the LEMSAs pursuant to California Health and Safety Code, Section 1797.200. In this role, the Emergency Medical Services (EMS) Agency has the exclusive authority over and sole responsibility for planning, implementing, and evaluating the County's EMS System. This authority includes the power to designate a 911 Ambulance service provider selected through a competitive procurement process. The successful Proposer will be granted a contract for exclusive operating rights for services within the Comprehensive Service Area for an initial period of five years. The start date for the service will be negotiated with the awarded Proposer with a start date not to exceed April 1, 2024, at 00:01 AM, Pacific Time

To the extent achievable, the following schedule shall govern the review, evaluation, and award of the proposal. The County reserves the right to modify the dates below following its review process.

| Event   | Date  | Time     |
|---|---|----------|
| Proposal Document Available   | December 20, 2022                                   | 8:00 AM  |
| Mandatory Proposer's Conference<br><b>Located at:</b><br>385 N. Arrowhead Ave<br>San Bernardino, CA 92415 | January 17, 2023                                    | 10:00 AM |
| Deadline for Written Questions  | January 26, 2023                                    | 4:00 PM  |
| Letter of Intent to Submit a Proposal<br>(via ePro)   | February 23, 2023                                   | 1:00 PM  |
| Proposals Due   | March 23, 2023                                      | 5:00 PM  |
| Time and Place of Response Opening<br>will be conducted via Zoom  | March 23, 2023                                      | 10:30 AM |
| Oral Presentations, Proposal Review,<br>and Selection   | April 6, 2023                                       | 9:00 AM  |
| Notice of Intent to Negotiate   | April 20, 2023                                      | 10:00 AM |
| Notice of Award to Provider   | May 18, 2023  | 10:00 AM |
| Last Day to Protest   | May 28, 2023  | 10:00 AM |
| Implementation of Service   | To be negotiated but not to exceed<br>April 1, 2024 | 12:01 AM |

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## SECTION I - INTRODUCTIONS AND BACKGROUND

### 1.1 INVITATION

The Inland Counties Emergency Medical Agency (ICEMA) and San Bernardino County (County) invite experienced and qualified organizations to submit a proposal to provide 911 Advanced Life Support (ALS) and Basic Life Support (BLS) Ambulance Transport Services, Interfacility Transport (IFT) and Critical Care Transport (CCT) in the Comprehensive Service Area.

Each Proposer responding to this Request for Proposals (RFP) must submit a written proposal setting forth the Proposer qualifications and plans for meeting or exceeding the performance expectations for the entire Comprehensive Service Area. Proposals must be organized to address each requirement in a format structure that is easy to follow as identified in Exhibit 1.

The outcome of this RFP will be the selection of one Proposer (Contractor) with whom the County will contract for an exclusive, performance-based contract for the provision of services. The performance expectations and commitments identified in the selected Proposal will be incorporated in the contract as mandatory performance standards. The initial term of the contract will be for five (5) years, beginning on April 1, 2024, and continue through March 31, 2029. There will be an option of one (1) extension of the contract of five (5) years based on the Contractor's performance.

### 1.2 POLICY GOALS OF PROCUREMENT

The County's overarching goals in conducting this procurement process are to:

1. Improve services delivery to customers and external partners;
2. Establish a more efficient system, through transparent and outcome-based service; and
3. Make investments back into the EMS system.

### 1.3 SCOPE OF WORK SUMMARY

This RFP and its provisions, attachments, addendums, and exhibits constitute the RFP for the selection of a single provider of ambulance services for the Comprehensive Service Area. The operation of ambulance services in this area shall be consistent with the provisions of this procurement process. The Comprehensive Service Area is delineated in the map entitled Exclusive Operating Areas (EOAs) for the purposes of this RFP. Proposers must agree to provide the services referred above for the entire Comprehensive Service Area without any qualification or variation other than as expressly outlined in this RFP.

All the ambulance requests originating in the Comprehensive Service Area shall be referred to the holder of the contract. The holder of this exclusive contract shall provide all responses and ground ambulance transport including:

- All ALS and BLS 911 requests for ambulance service,
- Requests for emergency ambulance service made directly to an ambulance service provider without going through an authorized dispatch center including a seven-digit phone number,
- Ambulance transport to an emergency department from the scene of an emergency,
- Ambulance transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facilities,
- Potential non-transport response with treatment and referral,
- Potential transport to an alternative destination,
- All ALS, BLS, IFT and CCT requests directed to Contractor,
- Requests for mutual aid by the Centralized EMD Center,

- Requests for ambulance stand-by services such as working fires, hazardous materials incidents, hostage/Special Weapons and Tactics (SWAT) events, special events, including disaster drills or other requests by ICEMA.

The Contractor's scope of work is summarized as follows:

- A. The County has determined that the highest level of county-wide emergency medical response is to be provided by a system utilizing ALS or BLS ambulance services. The County intends to award an initial five (5) year contract to the highest scoring Proposer whose proposal conforms to the RFP and whose proposal presents the greatest value to the residents and visitors in the San Bernardino County Comprehensive Service Area. The Proposal Review Committee (Committee) will evaluate all proposals based on the evaluation criteria score sheet as established in this RFP. The County realizes that criteria other than price is important and will award a contract based on the highest scoring proposal that demonstrates the best value and meets the needs of the County.
- B. The County may extend the Contractor's contract for one additional five (5) year term. The extension will be based on the Contractor's performance in meeting and or exceeding the performance standards outlined in the contract over the initial term.
- C. The Contractor shall respond, upon notification from the ICEMA Authorized Emergency Medical Services (EMS) Dispatch Center, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS, BLS or IFT/CCT ambulance. The Contractor's response shall be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance service is in response to a 911 medical emergency, non-emergency, or the need to post an ambulance to provide optimum coverage to the Comprehensive Service Area or an adjacent area.
- D. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit must be at the appropriate staffing and equipment level as determined following ICEMA Emergency Medical Dispatch (EMD) Policy [4090](#). The RFP requires the Contractor to meet specified response times within each EOA in the Comprehensive Service Area. Services will be provided according to [ICEMA's Policies and Procedures](#) as they are or may be established or as developed or promulgated.
- E. Clinical performance must be consistent with all ICEMA's policies and approved medical standards. Medical care must meet the Clinical Performance Measures established jointly at contract award, further details are set forth herein. Services and care delivered must be evaluated by the Contractor's internal quality improvement program as approved by ICEMA and incorporated into the County's EMS system quality improvement program to improve and maintain effective clinical performance. The Contractor must make a persistent effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.
- F. This procurement process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract that fails to perform to the standards required may be found to be in breach of their contract and promptly replaced to protect the public health and safety of San Bernardino County visitors and residents.



- G. The Contractor will be expected to participate in a countywide Master Mutual Aid Response Plan focusing on ensuring coverage in the remote and wilderness areas of the county.

#### **1.4 PROPOSED ENHANCEMENTS TO THE SAN BERNARDINO COUNTY EMS RESPONSE SYSTEM**

San Bernardino County and ICEMA reviewed the current EMS system and recognizes this procurement process is designed to move the EMS System, and the 911 ambulance service provided therein, away from the traditional mindset that quicker is always better and toward a new paradigm of providing the right resource, to the right patient, at the right time. This concept is supported by clinical research. ICEMA also highly values data-driven, and evidence-based practice from all EMS providers. Other key considerations are the sustainability of the system through quality patient care, provider financial stability, compliance with state and local laws and ICEMA physician medical control/direction.

This RFP is an opportunity to improve systems of care including, but not limited to:

- Fully utilize Medical Priority Dispatch System (MPDS) or other ICEMA approved emergency medical dispatch process to identify patients who require immediate care and ensure callers receive the appropriate level of response, right care at the right time through the ICEMA approved EMD center,
- Innovations in Prehospital care, including ALS or BLS ambulance response, alternative ambulance destination, Nurse Triage at Dispatch, Community Paramedicine and Telemedicine,
- Implementation of a transparent system,
- Innovations to improve system deployment and economic efficiency,
- Foster a collaborative working relationship among all system participants.

ICEMA is focused on scientific evidence-based clinical initiatives to enhance patient care. This RFP and any subsequent contract intend to implement a system dedicated to improving patient outcomes. The contract will require sufficient staff for performance improvement activities at all levels of patient interaction, including inter-agency education and training. ICEMA will require the successful Proposer to purchase and implement data analytic programs, including but not limited to mandatory participation in the County's FirstWatch/First Pass surveillance platform. The Contractor shall be an active participant in the Cardiac Arrest Registry for Enhanced Survival (CARES) program, EMS Authority's Core Measures program, and other national clinical care standards as directed by ICEMA's Medical Director.

#### **1.5 GENERAL REQUIREMENTS AND GOVERNING DOCUMENTS**

ICEMA has established exclusive ambulance operating areas and provides system oversight and medical control of the EMS system. They establish policies, procedures, and protocols that govern ambulance services within the County. The requirements for service to the Comprehensive Service Area include the following: California Statutes and Regulations; Contractual standards as stipulated in this RFP and future addendum; County resolutions and ordinances; and published [ICEMA Policy and Protocol Manual](#) and any amendments thereto, which may be found at [www.sbcounty.gov/icema](http://www.sbcounty.gov/icema). Collectively, these requirements for service are referred to as the "Governing Documents" in this RFP.

The County makes no representation, promises, or guarantees concerning the actual number of ambulance transports, number of patients, or distance of transports associated with this procurement. Every effort has been made to provide accurate information, but Proposers will need to use their professional judgment and expertise to develop estimates, economic models, operational plans, and proposals.

#### **1.6 DESCRIPTION OF SAN BERNARDINO COUNTY**

San Bernardino County (County) is the largest county by area in the contiguous United States, covering more than 20,000 square miles. The County borders Riverside, Los Angeles, Orange, Kern, and Inyo counties, as well as the states

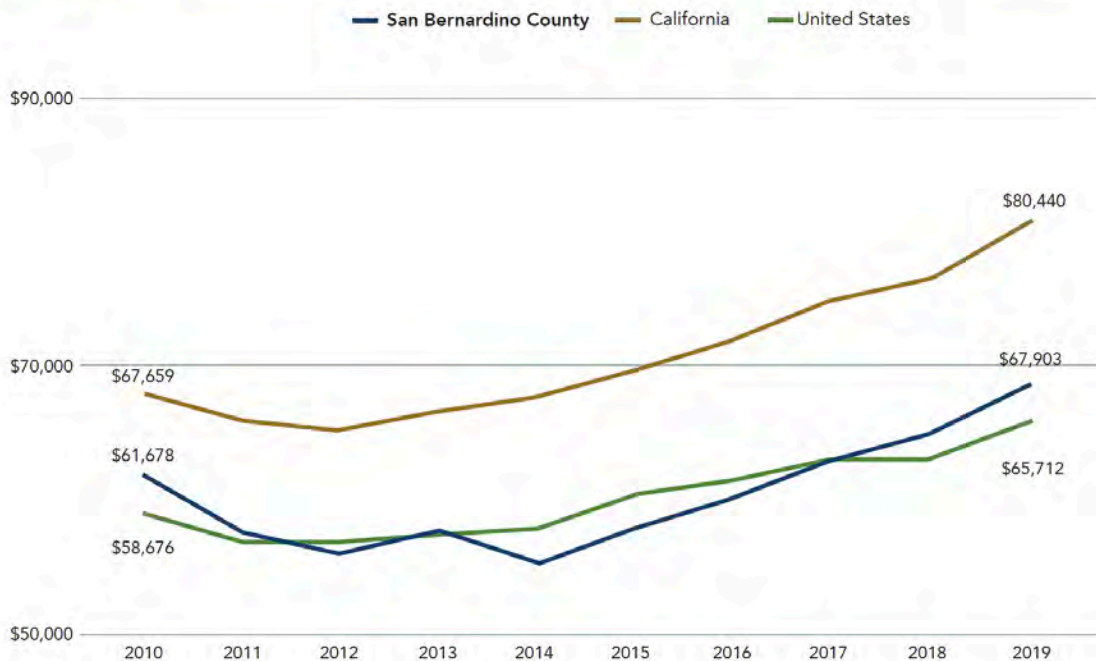
of Arizona and Nevada. The County comprises both urban and rural communities containing 24 incorporated cities and towns.

More than 93% of the County's land area is within the desert region with the remaining areas in mountain and valley expanse. According to the 2020 U.S. Census, the population is 2,180,537 with a projected growth of 16% between 2020 and 2045. Seniors, ages 65 and older, are experiencing the highest rate of growth at 70%. Forty-three percent (43%) of residents speak a language other than English in their home.

The cost of living is lower in San Bernardino County compared to its Southern California neighbors. In 2019, median household income in San Bernardino County was \$67,903, a 21% increase since the 10-year low in 2014.

#### REAL MEDIAN INCOME HAS INCREASED OVER THE LAST FIVE YEARS

Median Household Income (Inflation Adjusted to 2019 Dollars) in San Bernardino County, California, and the United States, 2010-2019

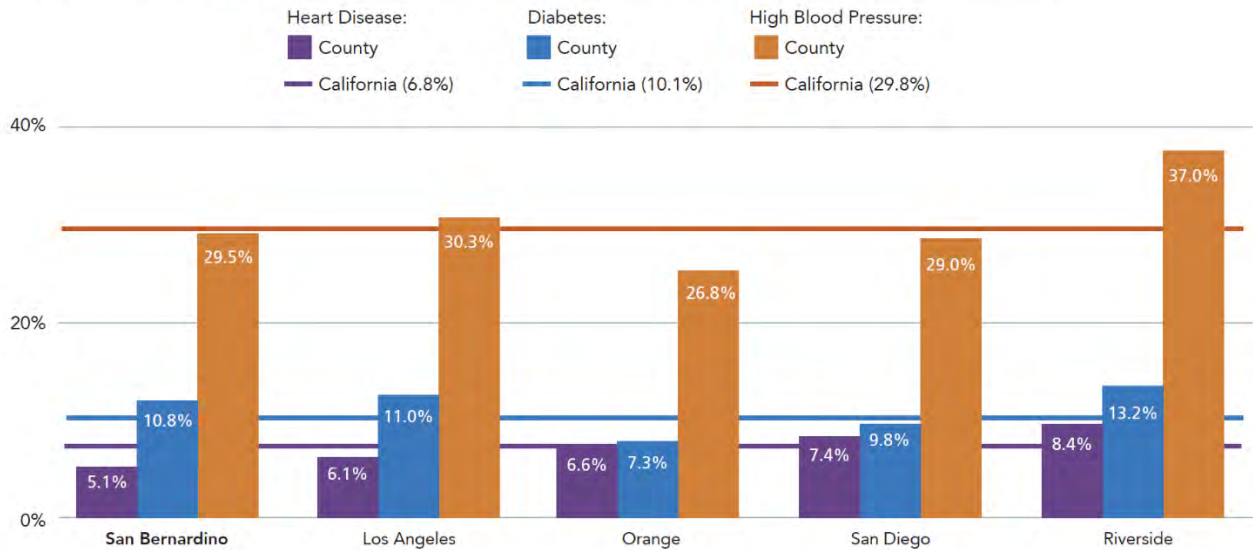


Sources: U.S. Census Bureau, 2010-2019 American Community Survey, 1-Year Estimates, Table B19013; U.S. Inflation Calculator, based on U.S. Bureau of Labor Statistics Consumer Price Index ([www.usinflationcalculator.com](http://www.usinflationcalculator.com))

San Bernardino County participates in the California Community Health Assessment program, which tracks critical health indicators. Chronic diseases are costly and contributes to approximately 70% of the United States' deaths every year, 75% of healthcare costs. The chart below illustrates the percentage of adults diagnosed with heart disease, diabetes and high blood pressure compared to neighboring counties. San Bernardino County's prevalence rate for heart disease was the lowest among neighboring counties and the state. However, for diabetes prevalence, at 10.8% in 2018, San Bernardino County had a rate of adults diagnosed with diabetes that was in the middle among counties compared and higher than the California rate. Also in 2018, 29.5% of adults in San Bernardino County had high blood pressure, second lowest among neighboring counties compared and lower than California.

### COUNTY HAS LOWEST RATE OF HEART DISEASE BUT HIGHEST RATE OF HIGH BLOOD PRESSURE

County Comparison of the Percentage Ever Diagnosed with Diabetes, High Blood Pressure, or Heart Disease, 2018



Source: California Health Interview Survey

## 1.7 DESCRIPTION OF THE EMS SYSTEM

### A. Local EMS Agency Responsibilities

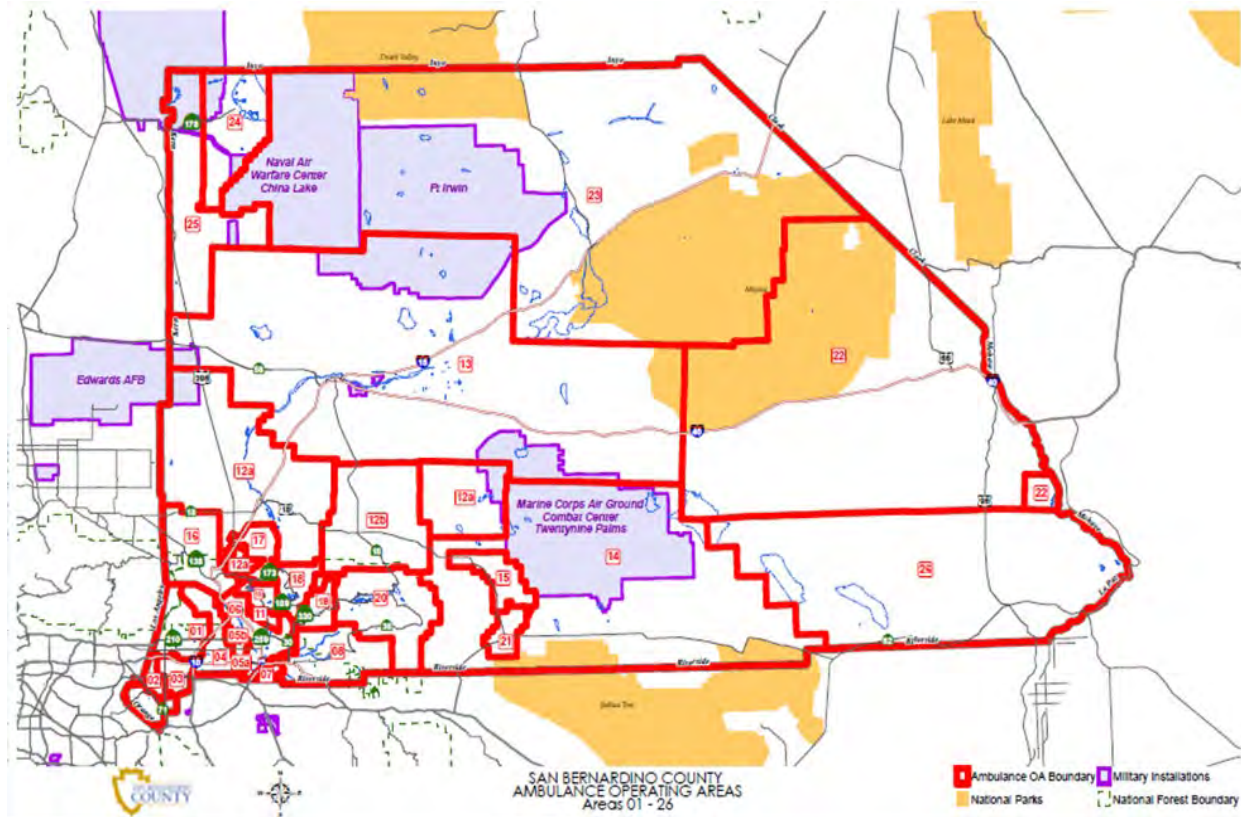
ICEMA is a Joint Powers Authority (JPA) responsible for administering Emergency Medical Services (EMS) in San Bernardino, Inyo, and Mono Counties. ICEMA is designated as the local EMS Agency for San Bernardino County. ICEMA has the regulatory responsibility to plan, implement, monitor, and evaluate the local EMS system. This is accomplished through the establishment of policies and medical control. ICEMA is responsible for ensuring an effective method of quality patient care and coordinated emergency medical response by planning, implementing, and evaluating an effective emergency medical system that includes fire departments, public and private ambulances, prehospital providers, hospitals, and specialty hospitals such as trauma, stroke, and cardiac care hospitals.

Section 1797.224 of the California Health and Safety Code provides for the creation of Exclusive Operating Areas (EOAs) for ambulance services and the designation of providers to serve EOAs through one of two ways. The local EMS Agency may conduct a competitive process approved by the California Emergency Medical Services Authority (EMSA) and award a contract to the winning Proposer or, if the local EMS Agency develops or implements a local plan that continues the use of existing ambulance providers that have been providing services within a local EMS area in the same manner and scope since January 1, 1981 without interruption, the Local EMS Agency may negotiate an contract without a competitive process.

American Medical Response (AMR), through its predecessor companies, has been providing ALS emergency ambulance services under contract with San Bernardino County since the late 1970s. AMR has been a grandfathered ALS ambulance transport provider under Section 1797.224 of the California Health & Safety Code. San Bernardino County has not utilized the competitive process for any of the 26 Operational Areas (OAs) since their inception. This will be the first RFP the County and ICEMA has conducted for ground ambulance transport services for this area of the County.

ICEMA, in coordination with the County, established an EMS plan that includes EOAs for ground ambulance services, as allowed under California Health and Safety Codes Sections: 1797.76, 1797.85, 1797.103, 1797.105, 1797.224, and

1797.226. These EOAs are roughly approximate jurisdictions and historical EMS areas based on population density defined as urban, suburban, rural, and wilderness. Ambulance service providers include private ambulance companies and fire agencies. These agencies participate in providing mutual aid within the 26 OAs of which 21 are exclusive and 5 non-exclusive. This RFP bundles 11 of the 21 EOAs into one (1) operational Comprehensive Service Area.



The 2017 approved EMS Plan provides an overview of how the EMS system operates under the direction of ICEMA and how it meets the 121 EMS standards and recommended guidelines. The EMS Plan includes and defines the ambulance transportation system, including how EOAs are established and how ambulances respond within each of the EOAs. The EMS Plan also provides information on dispatch centers, training programs and describes hospital services and specialty care systems.

#### B. Ground Ambulance Transport Providers

Currently, ten (10) ground ambulance providers are serving San Bernardino County, responding to approximately 225,000 EMS requests annually. ICEMA charges ambulance providers, who have a contract or Memoranda of Understanding (MOU) with the agency, a fee for management oversight and system monitoring.

The following ground ambulance providers serve San Bernardino County:

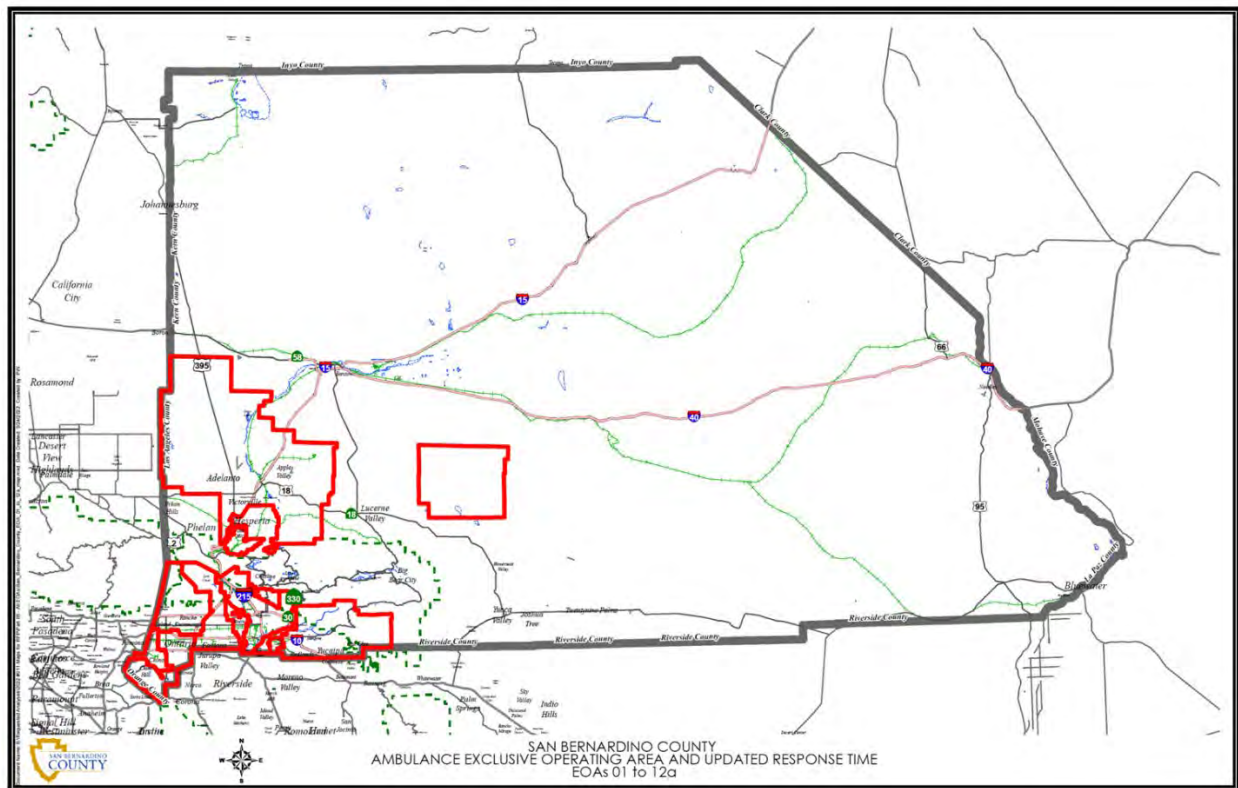
| Ambulance Provider        | BLS | ALS | IFT | CCT |
|---------------------------|-----|-----|-----|-----|
| American Medical Response | X   | X   | X   | X   |
| Big Bear Fire Department  |     | X   | X   |     |



|  |   |   |   |  |
|--|---|---|---|--|
| City of Rialto Fire Department                 |   | X |   |  |
| Desert Ambulance Services                      |   | X | X |  |
| Morongo Basin Ambulance                        |   | X | X |  |
| Baker EMS dba Needles Ambulance Service        |   | X |   |  |
| Running Springs Fire Department                |   | X | X |  |
| San Bernardino County Fire Protection District | X | X | X |  |
| Progressive Ambulance dba Liberty Ambulance    |   | X |   |  |
| San Manuel Fire Department                     |   | X |   |  |

C. Comprehensive Service Area

The Comprehensive Service Area for this procurement includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a). Exhibit 2 provides greater detail on each response zone within the Comprehensive Service Area. The map below illustrates the Comprehensive Service Area that includes the 11 EOAs.



D. Response Time Requirements

Emergency medical calls are measured at the 90<sup>th</sup> percentile within each response time zone for Code 3 and Code 2 categories. ICEMA established response times based on patient acuity at time of dispatch determination, and population density (urban, suburban, rural, wilderness). ICEMA reviews response time compliance of ambulance providers for all EOAs where a contract or MOU is in place. ICEMA publishes an annual Performance-Based Contracts

Report, listing emergency call data, response times for ambulance providers, and liquidated damages if assessed. These reports are made available on the ICEMA website: <http://www.sbcounty.gov/icema>.

E. Interfacility and Critical Care Transports

The RFP requires the provider to respond to ALS, BLS, IFT and CCT requests originating in the Comprehensive Service Area. For the calendar year 2021, there were 30,228 IFT calls and 3,261 CCT calls.

F. Ambulance Call Volume

Ambulance service call volume as provided by AMR within the Comprehensive Service Area is illustrated in the table below for calendar years 2018, 2019, 2020 and 2021, Exhibit 3.

| Calendar Year | 911 Responses | 911 Transports | IFT Transports | CCT Transports |
|---------------|---------------|----------------|----------------|----------------|
| 2021          | 183,455       | 111,556        | 30,228         | 3,261          |
| 2020          | 197,876       | 117,024        | 36,010         | 3,590          |
| 2019          | 184,492       | 123,692        | 43,281         | 3,561          |
| 2018          | 180,397       | 120,578        | 41,620         | 3,044          |

G. Ambulance Service Payor Mix

Under current contract terms, the County does not pay the provider for ambulance services. Instead, ambulance services are funded entirely by fee-for-service revenue from third-party payors or clients. Historically, this contractual arrangement between the County and the private provider had shown mutual benefit, enabling the ambulance provider to generate adequate revenue from direct client services while also allowing the County to guarantee ambulance response for residents calling 911.

| Payor Mix for Comprehensive Service Area |      |      |      |      |
|--|------|------|------|------|
| Calendar Year                            | 2018 | 2019 | 2020 | 2021 |
| Medicare                                 | 38%  | 39%  | 38%  | 37%  |
| Medicaid                                 | 34%  | 33%  | 34%  | 33%  |
| Commercial                               | 16%  | 16%  | 16%  | 15%  |
| Private Pay                              | 12%  | 12%  | 12%  | 15%  |

H. Fire Departments

Fire departments in San Bernardino County provide varying degrees of emergency medical services. Many provide ALS level response, and several provide ALS ambulance transport services. Fire agencies are dispatched when an ambulance is dispatched, and both crews work together to benefit patient care. The chart below includes information on the level of medical support participating fire agencies in the County provide. Fire agencies within the Comprehensive Service Area are bolded.

| San Bernardino County Fire Prehospital Providers | BLS | ALS | Ambulance |
|--|-----|-----|-----------|
| <b>Apple Valley Fire Protection District</b>     |     | X   |           |

|   |   |   |   |
|---|---|---|---|
| Arrowbear Lake Fire Department  | X |   |   |
| <b>Barstow Fire Protection District</b>                               |   | X |   |
| Big Bear Fire Department  |   | X | X |
| <b>CALFIRE San Bernardino</b>   |   | X |   |
| <b>Chino Valley Fire District</b>                                     |   | X |   |
| <b>City of Highland Fire Department</b>                               |   | X |   |
| <b>City of Montclair Fire Department</b>                              |   | X |   |
| <b>Colton Fire Department</b>   |   | X |   |
| Daggett Volunteer Fire Department                                     | X |   |   |
| <b>Fontana Fire Protection District</b>                               |   | X |   |
| Fort Irwin Fire Department  | X |   |   |
| <b>Loma Linda Fire Department</b>                                     |   | X |   |
| Marine Corps Air Ground Combat Center Fire Department                 | X |   |   |
| <b>Morongo Valley Community Services District and Fire Department</b> |   | X |   |
| Newberry Springs Fire Department                                      | X |   |   |
| <b>Ontario Fire Department</b>  |   | X |   |
| <b>Rancho Cucamonga Fire Protection District</b>                      |   | X |   |
| <b>Redlands Fire Department</b>                                       |   | X |   |
| <b>Rialto Fire Department</b>   |   | X | X |
| Running Springs Fire Department                                       |   | X | X |
| <b>San Bernardino County Fire Protection District</b>                 | X | X | X |
| <b>San Manuel Fire Department</b>                                     |   | X | X |
| <b>Victorville Fire Department</b>                                    |   | X |   |
| Yermo-Calico Fire Department  | X |   |   |

I. Air Medical Transport

Medical helicopter service is available to transport critical patients when ground ambulance response or transport time would be excessive, and the patient's condition meets helicopter transport criteria per ICEMA Policies.

These services are provided by two (2) air ambulance companies: Mercy Air Services and REACH Air Medical Services. Air rescue services are provided by the California Highway Patrol and San Bernardino County Sheriff/Coroner/Public Administrator Department.

J. Hospitals

The chart details hospitals and specialty care centers in San Bernardino County and neighboring jurisdictions where 911 ambulances will transport patients in accordance with ICEMA Policy [9030](#). The hospital system of care includes: 20 ambulance Receiving Hospitals, 5 Base Hospitals, 6 ST-Elevation Myocardial Infarction (STEMI) Receiving Centers, 1 Stroke Ready Hospital, 5 Primary Stroke Centers, 1 Thrombectomy Capable Stroke Center, 4 Comprehensive Stroke Centers, 2 Level I Trauma Centers, 1 Pediatric Level I Trauma Center, and 1 Level II Trauma Center.

**San Bernardino County 911 Receiving Hospitals**

|  | Receiving Hospitals | Base Hospitals | STEMI Centers | Stroke Centers | Trauma Centers |
|--|---------------------|----------------|---------------|----------------|----------------|
| Arrowhead Regional Medical Center                        | X                   | X              |               | CSC            | LEVEL I        |
| Barstow Community Hospital                               | X                   |                |               |                |                |
| Bear Valley Community Hospital                           | X                   |                |               |                |                |
| Chino Valley Medical Center                              | X                   | X              |               |                |                |
| Colorado River Medical Center                            | X                   |                |               |                |                |
| Community Hospital of San Bernardino                     | X                   |                |               |                |                |
| Desert Valley Hospital                                   | X                   |                | X             |                |                |
| Desert Regional Medical Center Riverside County          |                     |                |               | CSC            |                |
| Hi-Desert Medical Center                                 | X                   | X              |               | SRH            |                |
| Kaiser Permanente Fontana Medical Center                 | X                   |                |               | PSC            |                |
| Kaiser Permanente Ontario Vineyard Medical Center        | X                   |                |               | PSC            |                |
| Loma Linda University Children's Hospital                |                     |                |               |                | LEVEL I PEDS   |
| Loma Linda University Medical Center                     | X                   | X              | X             | CSC            | LEVEL I        |
| Montclair Hospital Medical Center                        | X                   |                |               |                |                |
| Mountains Community Hospital                             | X                   |                |               |                |                |
| Pomona Valley Hospital Medical Center Los Angeles County |                     |                | X             | CSC            | LEVEL II       |
| Redlands Community Hospital                              | X                   | X              |               | TCC            |                |
| San Antonio Regional Hospital                            | X                   |                | X             | PSC            |                |
| St. Bernardine Medical Center                            | X                   |                | X             | PSC            |                |
| St. Mary Medical Center                                  | X                   |                | X             | PSC            |                |
| VA Loma Linda Healthcare System                          | X                   |                |               |                |                |
| Victor Valley Global Medical Center                      | X                   |                |               |                |                |
| Weed Army Community Hospital at Fort Irwin               | X                   |                |               |                |                |

Legend:

CSC = Comprehensive Stroke Center

TCC = Thrombectomy Capable Center

PSC = Primary Stroke Center

SRH = Stroke Ready Hospital

#### K. Dispatch Centers

There are three (3) public safety dispatch centers and one (1) ambulance dispatch center currently responding emergency resources within the Comprehensive Service Area. ICEMA has identified the following dispatch centers as Emergency Medical Dispatch (EMD) authorized centers: Consolidated Fire Agencies (CONFIRE), Barstow Police, CAL FIRE, and City of Ontario Emergency Communication Service (ECS), not all are currently providing EMD services.

CONFIRE is a Joint Powers Authority (JPA) located in San Bernardino County and is a secondary public safety answering point established to provide communications, dispatch, computer information systems support, and geographic information systems to CONFIRE members and contract agencies. The City of Ontario operates a primary public safety answering point dispatching law and fire and is capable to provide backup dispatch services for CONFIRE. CAL FIRE operates a secondary public safety answering point dispatching fire resources located in the Highland area.



CONFIRE provides Emergency Communication Nurse System (ECNS) dispatch services that operates as a nurse triage line to provide enhanced caller interrogation and 911 response decisions. Nurse triage systems located within EMS dispatch centers can reduce 911 ambulance call volume by 8% or greater.

Additionally, there is a separate JPA for the two (2) County regional Computer Aided Dispatch (CAD)-to-CAD projects to enhance situational awareness and communication.

AMR receives emergency medical requests from the in-county dispatch centers and dispatches their own resources. AMR additionally receives requests from hospitals for IFT and CCT transports. AMR has a CAD-to-CAD link with CONFIRE. All other dispatch centers utilize the ring-down method to request an ambulance.

## SECTION II - INSTRUCTIONS FOR PROPOSERS

### 2.1 PROPOSAL PROCESS

The County intends to award a contract to the respondent whose proposal meets all of the Request for Proposals (RFP) criteria and receives the highest score from the scoring sheet as evaluated by the Proposal Review Committee (Committee) and best meets the needs of the County.

All proposals become the property of San Bernardino County. The County reserves the right to waive non-material changes. If Proposers choose to submit a proposal with a subcontractor, or a partnership, all will be held to the standards within this RFP. The County will not accept any modifications to the RFP after the award.

The County may reject the proposal of any Proposer who previously failed to perform properly, or complete on time contracts of a similar nature. The County may reject the proposal of any Proposer who is in default of payments of taxes, or any other monies due to San Bernardino County. This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

Materials submitted as part of the RFP process will not be returned to the Proposer.

### 2.2 PRE-SUBMITTAL ACTIVITIES

Proposers will be required to submit all questions in writing per the proposed timeline in order for staff to prepare written responses. Written responses to questions will be shared with all potential bidders through the San Bernardino County's Electronic Procurement Network (ePro). Questions should be submitted via ePro: <https://epro.sbcounty.gov/bsa/view/login/login.xhtm>.

### 2.3 PROPOSERS' CONFERENCE

A mandatory Proposers' Conference will be facilitated in order to review the RFP specifications and process. All written questions received from potential Proposers, along with County responses, will be posted on ePro for reference.

It is not anticipated that any substantial changes will be made to the RFP after the Proposers' Conference. If there are any minor changes or clarifications to the RFP made following the Proposers' Conference, they will be posted on the ePro portal. The Proposers' Conference is mandatory, and only those proposers who attend this public conference will be able to submit proposals.

#### A. Request for Changes

- (1) If requesting changes to a part of this solicitation, identify the specific words or phrases and the sections and paragraphs in which they occur. State the reason for each request and provide alternative suggested language. Substitutions should be submitted by the Proposer no later than during the Proposers' Conference.
- (2) Requests submitted after the deadline will not be accepted. San Bernardino County's consideration of a suggestion does not imply acceptance.

#### B. Request for Substitution of Specified Equipment, Material, or Process

- (1) Unless otherwise stated in the solicitation, references to items or processes by trade names, models, or catalog

numbers are to be regarded as establishing a standard of quality and not construed as limiting competition.

- (2) If requesting a substitution for a required item, submit requests by the Deadline for Written Questions. Furnish all necessary information required for San Bernardino County, in its sole judgment, to decide as to the comparative quality and suitability of any suggested alternatives. San Bernardino County's decision will be final. If alternatives are accepted, San Bernardino County will issue an addendum to the solicitation.

## **2.4 PROPOSAL CONTENT AND ORGANIZATIONAL REQUIREMENTS**

### **A. Proposal Format**

Responses to this RFP must be in the form of a proposal package, which must be submitted in the following format:

- (1) Presentation – submit all seven (7) hard copies of the proposal on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.
- (2) Cover Letter – approximately one (1) page in length, signed by an individual authorized to execute legal documents for the Proposer, identifying the materials submitted.
- (3) Authorized Contacts - identify the name, title, phone, and email address of the person to contact regarding the proposal, as well as all other individuals authorized to represent the organization in contract negotiations.
- (4) Table of Contents - all pages of the proposal, including the enclosures, forms, and any supplemental documents must be clearly and consecutively numbered and correspond to the Table of Contents in Exhibit 1.
- (5) Full Proposal – Approach to Scope of Work, (excluding financial information identified in Section 3.1 B).
- (6) Supplemental Documents, as requested shall be an attachment to the full proposal.

### **B. Proposal Contents**

- (1) Proposals shall comprehensively describe how the Proposer will provide ground ambulance services for the Comprehensive Service Area in San Bernardino County. Proposals shall demonstrate that the Proposer is to perform all work in a manner consistent with the level of competency and standard of care normally observed by an organization successfully providing ground ambulance services. Proposals shall include plans, documentation, policies, and submissions that demonstrates the Proposer's ability to comply with:
  - a. Elements described in this RFP,
  - b. Applicable federal and state legal requirements for Advanced Life Support (ALS) and Basic Life Support (BLS) ground ambulance services,
  - c. The Inland Counties Emergency Medical Agency's (ICEMA) policies and protocols,
  - d. Elements of the contract template Exhibit 4.
- (2) Explain responses in a manner to be understood by people unfamiliar with industry jargon. Use drawings, diagrams, schematics, and illustrations as needed, but do not simply refer readers to an exhibit or other section of the proposal in lieu of a complete response.
- (3) Address each requirement outlined in this solicitation in the order presented, describe how the requested goods and services will be provided. Attention to the details in the Scope of Work shall be considered with the response.
- (4) Include a project schedule with milestones, deliverables, dates, and a project management plan.

- (5) Specify any needs for physical space or equipment that the County must provide during the contract.
- (6) Explain how work, and knowledge will be transitioned to the County or a new vendor at the end of the contract period.

C. Price Proposal and Budget Documents

- (1) Use the Excel spreadsheet provided in Exhibit 8, for the Price Proposal, use them without modification. Failure to use the forms or templates provided, or modification of them, may result in rejection of the entire proposal.
- (2) Place all cost and pricing data provided in the Exhibit 8, (employee compensation, ambulance transportation rates and scenarios, operating and start-up budgets) as an attachment to the proposal.

## 2.5 PROPOSAL SUBMISSION

A. General

All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, including all appendices, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved.

B. Proposal Submission Directions

- (1) Proposers must submit their proposal via the Electronic Procurement Network (ePro) portal and provide an electronic copy on a USB drive along with seven (7) hard copies.
- (2) Proposals must be received by the designated date and time. All Proposers must register with the ePro system prior to the date and time to receive the proposal or they will be disqualified. Late or incomplete proposals will not be accepted. Electronic response must be submitted through ePro <https://epro.sbcounty.gov/bso/view/login/login.xhtml>. Any system-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060.

## 2.6 ERRORS IN PROPOSAL

The County will not be liable for any errors in proposals. Proposals may be rejected as unresponsive if they are incomplete, are missing pages or information, or cannot be opened for any reason. The County may waive minor irregularities and request Proposer cure such irregularity, but such waiver will not modify any remaining RFP requirements. A minor irregularity means that the defect is immaterial or inconsequential as to price, quantity, quality, or delivery when contrasted with the total costs or scope of the services being procured. This RFP does not commit the County to award a contract.

A.

- (1) Minor irregularities may be waived by the Purchasing Agent when they are any of the following:
  - a. Do not affect responsiveness,
  - b. Are merely a matter of form or format,
  - c. Do not change the relative standing or otherwise prejudice other offers,
  - d. Do not change the meaning or scope of the RFP,

- e. Are trivial, negligible, or immaterial in nature,
- f. Do not reflect a material change in the work, or
- g. Do not constitute a substantial reservation against a requirement or provision.

In such cases the Proposer will be notified of the deficiency in the Proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the Proposal. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

(2) By submitting a proposal, each Proposer certifies under penalty of perjury that:

- a. Its submission is not the result of collusion or any other activity that would tend to influence the selection process directly or indirectly.
- b. The Proposer is able or will be able to comply with all requirements of this solicitation at the time of contract award.
- c. Proposer certifies all statements in the response are true.
- d. Neither Proposer, its employees, nor any affiliated firm providing the requested goods and services has prepared plans, specifications, terms, or requirements for this solicitation, or has any other actual or potential conflict of interest.
- e. The Proposer is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees and is unaware of any financial or economic interest of any County officer or employee relating to this solicitation.

- B. This RFP does not commit the County to award a contract. The County reserves the right to reject any or all Proposals if it is in the best interest of the County to do so. The County also reserves the right to terminate this RFP process at any time.

## **2.7 CONFIDENTIALITY OF PROPOSALS**

The content of proposals shall not be released until the County has completed negotiations with the winning Proposer. At that time, the County may release the content of the proposals for public review.

## **2.8 CONTACT WITH COUNTY EMPLOYEES**

Violation of the following prohibitions may result in a Proposer being found non-responsive, barred from participating in this or future procurements, and becoming subject to other legal penalties.

- A. As of the issuance date of this RFP and continuing until it is canceled, or an award is made, no person, Proposer, or person acting on behalf of a prospective Proposer may discuss any matter relating to the RFP with any officer, agent, or employee of San Bernardino County, other than the Authorized Contact Person, or as outlined in the evaluation or protest procedures.
- B. Proposers may not agree to pay any consideration to any company or person to conduct lobbying activities to influence the award of a contract by the County, nor engage in behavior that may be reasonably construed by the public as having the effect or intent of influencing the award of a contract. Nothing in this section precludes

a proposer from engaging the services of a company or person to assist in the development of the response to the RFP.

## **2.9 WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn, modified, or replaced, and resubmitted as long as submittal is before the due date and time. If a Proposer chooses to withdraw their proposal after the due date and time, it will be excluded from consideration.

## **2.10 NO COMMITMENT**

Neither submission of a proposal nor the County's receipt of proposal materials confer any right to the Proposer nor any obligation on the County. This RFP does not commit the County to award a contract, nor will the County defray any costs incurred in preparing proposals or participating in any presentations or negotiation.

## **2.11 ESTIMATED QUANTITY**

The County makes no guarantee, either expressed or implied, as to the actual quantity of goods and services that will be authorized under the contract. For example, the County cannot guarantee a specific number of ambulance transports pertaining to this RFP.

## **2.12 SELECTION**

At any time in the evaluation process, the County may request clarifications from Proposers.

### **A. Determination of Responsiveness:**

A proposal must conform to the instructions outlined in this solicitation and any modifications to be considered responsive. Non-responsive proposals will be rejected. The County, in its sole discretion, may waive non-consequential deviations if the deviations have not provided an advantage over other Proposers.

### **B. Proposal Evaluation:**

The County will establish a non-biased Proposal Review Committee. Each member of the Committee will evaluate and score the proposals based on the criteria specified in the solicitation scoring sheet. The scores from all the evaluators will be calculated to arrive at a final score for each proposal. All Proposals will be evaluated and scored by the Committee and will be invited to participate in an oral presentation of their proposal. The Committee will recommend the highest scoring Proposer for final negotiation of contract terms. The Proposer Scoring Sheet is found in Exhibit 5.

## **2.13 NEGOTIATIONS AND NOTICE OF INTENT TO AWARD**

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed for contract award.

### **A. Contract Negotiation**

After selection, negotiations may be conducted with the Proposer of the highest-ranked proposal. Negotiations, if held, shall be within the Scope of Work in the RFP. The contract negotiations will take place in San Bernardino County, California, the Proposer will be responsible for its travel and other incurred expenses of its personnel.

B. Failure to Negotiate

- (1) If the selected Proposer:
- a. Fails to provide the information required to begin negotiations in a timely manner; or
  - b. Fails to negotiate in good faith; or
  - c. If the Proposer and the County, after a good faith effort, simply cannot come to terms.

Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

C. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of contract negotiations, a written or electronic NOIA and denial letters (or a copy of the NOIA) will be issued to all Proposers. The issuance date of the NOIA is the date the notice was delivered by email or into the care of the United States Postal Service (USPS) for delivery to the Proposer.

D. Review of Financial Information

Financial information may be used to evaluate and select the proposal deemed to be in the County's best value. Alternatively, at the County's sole discretion, the financial performance of the intended Contractor may be assessed prior to contract award. Financial performance deemed unsatisfactory such as but not limited to bankruptcy within the last 5 years, failed performance on past contracts, inability to pay County charges, may result in non-award or a recommendation for award to another Proposer.

E. Award

A contract will be awarded based on the highest scoring proposal received. The content of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contract may result in cancellation of the award.

F. Commencement of Performance

After all parties have signed the contract, the County will notify the Proposer and performance may proceed on the date indicated on the Proposed Timeline or as negotiated. Prior to the County execution of the contract, no County employee may authorize services under this contract to commence. Any services performed prior to that date will be uncompensated.

**2.14 PROTESTS (APPEAL AND AWARD)**

- A. In the event a dispute arises concerning the Proposal process prior to the award of the contract, the Proposer raising the dispute shall submit a request for resolution in writing to the Purchasing Director. The Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

- (1) Is submitted in writing.
- (2) Is submitted within ten (10) calendar days of the issuance date of the NOIA

B. A Protest can only be brought on the following grounds:

- (1) Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- (2) Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- (3) Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to:

Pete Mendoza, Interim Purchasing Director  
San Bernardino County  
Purchasing Department  
777 E. Rialto Avenue  
San Bernardino, CA 92415-0760

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest. The Proposer will be provided reasonable notice of the time, date, and location of the hearing. In the event that a protesting Proposer does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one (1) of the three (3) designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the RFP process that it is unfair to the Proposer or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the Proposer. The Panel will not re-evaluate the Proposals.

The Purchasing Agent shall notify the Proposer making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the Appeal Panel shall be deemed final. If the contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Proposer may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the contract. Any decision of the Board shall be deemed final.



A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this RFP. Upon exhaustion of this remedy no additional recourse is available.

## **2.15 PUBLIC RECORDS ACT**

All Proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code Section § 6250). All Proposal information, including Price Proposal, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on Exhibit 18 - Public Records Act Exemptions. The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in the Attachment as "Confidential," Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of a proposal.

## SECTION III - QUALIFICATIONS, EXPERIENCE, AND EVALUATION CRITERIA

### 3.1 MINIMUM QUALIFICATIONS

The County invites highly qualified and experienced Proposers interested in providing 911 ambulance services. The RFP allows for various delivery models, including public providers, private providers, Joint Powers Authority (JPA) or a combination. This RFP additionally allows a Contractor to develop partnerships and/or subcontract for Advanced Life Support (ALS), Basic Life Support (BLS), Interfacility Transport (IFT) and Critical Care Transport (CCT) ambulance services, within the Comprehensive Service Area. Contractor will be solely responsible for the performance of its obligations according to the provisions of this RFP and a partner or subcontractor will not relieve the Contractor of its responsibilities and obligations. If the Contractor subcontracts for ambulance transport services, the subcontractor shall be subject to all terms and provisions including the qualifications in this RFP.

Nothing contained in the Request for Proposals (RFP) or otherwise creates any contractual relationship between the County and a subcontractor. The Contractor agrees to be fully responsible to the County for acts and omissions of its subcontractor.

A. If the Proposer plans to utilize partners and/or subcontractors, the Proposer shall describe:

- (1) How they plan to utilize a partner(s) and/or subcontractor(s) to meet the requirements within the RFP; how the partnership will work together; and how the Proposer will hold subcontractors to the terms and conditions of this RFP.
- (2) How the Proposer will remain solely responsible and accountable to meet all requirements of the RFP, including response time and reporting requirements and how the Contractor will be liable to pay any Liquidated Damages for non-performance by any partner or subcontractor acting on its behalf.
- (3) Ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance services do not need to meet all the qualifications identified in Section III.

To qualify for evaluation by the Proposal Review Committee (Committee), a Proposer and subcontractor must meet the following minimum qualifications. Proposers must respond to each of the items below to demonstrate qualifications and must provide supporting documentation. Each response to the following proposer qualifications will be evaluated and scored. Proposals not meeting minimum qualifications will be disqualified and not forwarded for evaluation and scoring by the Committee.

This section evaluates the Proposers ability to meet the minimum organizational experience and capacity, Key Employee qualifications and experience, and plan for ensuring high quality staffing. Please provide the following information that supports this evaluation.

B. Organizational Experience

- (1) Five (5) years within the last seven (7) years, continuously engaged in providing 911 ALS transport services as required by a contract in the United States as a primary 911 ambulance services provider at the ALS, IFT and CCT levels for a large Urban area with a population greater than 1,000,000, including a mix of urban, suburban, rural and wilderness areas. This requirement can be met through a subcontractor.
- (2) If the Proposer is organized as a legally formed partnership or Limited Liability Company (LLC), or governmental JPA, each partner entity participating in the partnership or LLC must have existed and continuously provided 911 primary ALS transport Emergency Medical Services, for a minimum of five (5) years within the last seven (7) years, in the United States. If the mix of JPA partners is within San Bernardino County, the collective

experience is sufficient to meet the population and transport requirement in B (1) above, a JPA subcontractor must meet the requirements detailed in B (1).

(3) Proposers must indicate:

- a. The number of years the Proposer has been in business under the present business name.
- b. The number of years providing services as a BLS, ALS, IFT and, CCT ambulance transport provider.
- c. Whether the Proposer holds a controlling interest in any other company or organization or is owned or controlled by any other company or organization.
- d. Documented proof of ability to measure and achieve compliance with fractile response time performance.
- e. Documented proof of ability to measure and achieve compliance with clinical performance requirements.

C. Key Leadership Experience

- (1) Each of the key management personnel to be assigned to San Bernardino County listed in this section must have experience providing or directly overseeing provision of the services identified for each position.
- (2) Provide a detailed organizational chart of the management structure, including assigned and responsible team members for the local operation and provide how the local management team interfaces with the parent organization or governing body. Identify which positions are located in the County.
- (3) Describe the local management including clinical management team, roles and responsibilities including titles and names of staff members who are responsible for the service. Please include their backgrounds and attach resumes. The County reserves the right to approve or reject proposed local management based on but not limited to lack of experience, or prior criminal record.
- (4) For field supervisors, billing, Continuous Quality Improvement (CQI), and training positions provide the number of Full-Time Equivalent (FTE) employees assigned and their expected case load as to how the staffing can meet the calls for service and employee quantities in the proposed services.

D. References

Proposer shall provide five (5) letters of reference for this RFP. Letters of reference must be signed and dated by the author and describe the direct or indirect or financial relationship between the author or organization and the Proposer. Letters of reference may not be supplied by or considered from the Inland Counties Emergency Medical Agency (ICEMA), County or County staff members. Letters shall describe the extent to which the author/organization is familiar with the Proposer and the Proposer's work/performance.

Append five (5) letters of reference specifically related to the organization's current and existing:

- (1) Agreements and contracts
- (2) Clinical performance as an ALS contractor
- (3) Quality improvement program effectiveness
- (4) Response-time performance
- (5) Vehicle maintenance and replacement program
- (6) Relationships with first responder agencies

- (7) Relationships with hospitals and specialty care centers
- (8) Relationships with labor organizations

E. Financial Condition

- (1) All Proposers shall provide evidence that documents the financial history of the organization including financial interests in any other related business and demonstrates that it has adequate cash on hand to finance start-up costs and contract implementation for the first six (6) months of operations as indicated in the Total Expense line in Exhibit 8.
- (2) Provide a statement of the organization's current estimated net worth and the form of the net worth (liquid and non-liquid assets).
- (3) Proposers must include a statement of the organization's estimated amount of working capital that will be committed to start-up cost. Proposers must identify the source of this capital and if any part of it will be borrowed, as well as verification from a financial institution that the organization is approved or pre-qualified to borrow sufficient funds. Proposers must provide assurances for such funding from the parent or related organization in the form of a letter guaranteeing the amount of funding that may be necessary for start-up and on-going losses if projections are inadequate.
- (4) Provide externally audited financial statements for the most recent five (5) years, (public providers must comply with #5 below). If the Proposer organization is a subsidiary of another corporation or is a dependent governmental entity, Proposer shall provide externally audited financial statements for the parent entity for the most recent five (5) years. If financial statements of a parent entity are submitted, the Proposer organization's financial statements must either be separately shown as a part of those financial statements or submitted separately in the same format and for the same period. Such a parent entity is required to guarantee the performance of the Proposer. Failure to submit audited financial statements may cause disqualification from this RFP process.
- (5) Local government Proposers must provide Comprehensive Annual Financial Report (CAFR) statements for each agency partner for five (5) years and disclose the funding total and sources along with the partnership agreements for system start-up funding, reserves and holding of billing revenues. The final legal entity for economic responsibility for fiscal shortfalls must be identified. Should the entity need a public governance vote or voter approved initiative to backfill ambulance system losses, to the partnerships operating or reserve funds, these approval points must be disclosed.
- (6) Documentation that the Proposer is free of commitments, has no existing obligations that might impact the ability to provide services under the terms of this contract or any commitment or obligation that would impact Proposer's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the Proposer's ability to perform the contract.
- (7) Documentation of any legal bankruptcy filings within the last ten (10) years.
- (8) The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of twenty million dollars (\$20,000,000) payable without condition to San Bernardino County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable Letter of Credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended as long as adjustments are within the scope of this RFP.

F. Legal History

- (1) This item may be submitted in an electronic format, such as a USB drive. Proposer shall document its litigation history for the past five (5) years. A Proposer may be disqualified if a final judgment was issued against Proposer or any affiliated organization for breach of contract or failure to perform ambulance or other emergency services competently and adequately. The proposal must include a listing of all resolved or ongoing litigation involving the Proposer's organization, including a narrative describing the claim or case and the resolution or status for the past five (5) years. This listing shall include litigation brought against the Proposer's organization or affiliated organizations and any litigation initiated by the Proposer's organization or affiliated organizations against any governmental entity or ambulance provider. For purposes of this litigation history, "affiliated organization" means any organization owned by Proposer, any organization for which Proposer is a successor entity, any organization that either merged with Proposer or divested from Proposer or any organization which is a parent or subsidiary of Proposer. The term "litigation" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the Proposer agency or affiliated organization, and includes disputes resolved by mediation or arbitration. "Litigation" also means any bankruptcy petition filed in a court of competent jurisdiction. Proposer shall document its bankruptcy history for the past ten (10) years, disclose the type of bankruptcy filed and summarize the bankruptcy proceedings and orders. The Proposer must also provide documentation that they are legally authorized or eligible to do business in the State of California and/or the ability to obtain such authorization prior to contract start date.
- (2) List applicable licenses and license numbers, including expiration dates relevant to delivery of services; the names of the holders of those licenses, and the names of the agencies issuing the licenses, excluding field personnel.
- (3) Documentation that Proposer is free of commitments that would impact Proposer's ability to obtain lines of credit, guarantor letters, or otherwise negatively affect the company's ability to perform the contract. (No existing obligations that might impact the ability to provide services under the terms of this contract).
- (4) The Proposer must submit a list or table of every ambulance transport contract the Proposer currently serves and every contract it has served in the last five (5) years as part of the submission of its proposal.

Proposer shall indicate:

- a. Type and level of service provided including the population (urban, suburban, rural and wilderness) compliance categories,
- b. The contract periods,
- c. Whether the Proposer held exclusive market rights for emergency ambulance service under the contract,
- d. Whether the contract was competitively awarded,
- e. The name, address, contact person, and telephone number for the contract for reference purposes,
- f. Gross revenue of services provided,
- g. The name of the contracting agency,
- h. The remaining term of the contract and the circumstances under which any contract was terminated, the cause of the failure or refusal to complete, and any allegations of deficient service, if applicable,
- i. Details of any refusals or failure to complete an ambulance contract as a BLS, ALS, IFT or CCT provider.

### **3.2 EVIDENCE OF INSURANCE OR ABILITY TO OBTAIN INSURANCE**

Proposer shall provide Evidence of Insurance/self-insurance, or obtain a letter from an Insurance company/underwriter of Proposers ability to obtain insurance consistent with the County's minimum insurance requirements described in Exhibit 15.

### **3.3 EVALUATION CRITERIA**

Proposals will be evaluated by the Committee following the evaluation criteria outlined in Exhibit 5. Committee participants will have a broad range of experience in Emergency Medical Services, and county government administration. Committee members will have an opportunity to adjust scores based upon additional information provided during oral presentations.

## SECTION IV - SCOPE OF WORK AND SCORING CRITERIA

### 4.1 SUMMARY

The County is committed to providing the highest level of Emergency Medical Services (EMS) through a system design consisting of fire first response and Advanced Life Support/Basic Life Support (ALS/BLS) ambulance services. The County intends to award an initial five (5) year contract to a responsive Proposer whose proposal conforms to the Request for Proposals (RFP) and whose proposal presents the greatest value to the residents and visitors in San Bernardino County.

This section and the exhibits that follow describe elements of the proposal that will be scored. The proposal must comply with the requirements described in this RFP. Inclusion of this section is intended to help ensure the Proposer includes critical, scored elements in the proposal. Within the proposal, please organize responses using the organizational format below. The Proposer should provide sufficient detail in the proposal so that the Proposal Review Committee (Committee) can effectively evaluate the proposal.

### 4.2 SYSTEM REQUIREMENTS

#### A. Commission on Accreditation of Ambulance Services (CAAS)

The County intends to require the Contractor become accredited by the Commission on Accreditation of Ambulance Services (CAAS) within eighteen (18) months following commencement of the term of the contract. CAAS accreditation is a process for an ambulance service to increase operational efficiency and decrease risk and liability. The Contractor shall maintain this accreditation throughout the term of the contract.

#### B. ICEMA System Monitoring, FirstWatch Surveillance Platform

ICEMA utilizes the FirstWatch surveillance platform provided by the current ambulance provider. The Online Compliance Utility (OCU) is a real-time web-enabled tool for use by providers and agencies to simplify and manage response times based on the authorized dispatch centers real-time Computer Aided Dispatch (CAD) data. The web-based tool provides interactive queues with a consistent look and feel for both the provider and agency allowing real time review of late calls-based contract requirements.

FirstPass provides the ability to monitor and analyze patient care data, identifying deviations rapidly, consistently, and automatically. Combined with the County's electronic Patient Care Reporting (ePCR) program, data is collected and reviewed quickly without data loss due to entry errors. FirstPass alerts when a patient care report does not match The Inland Counties Emergency Medical Agency's (ICEMA's) protocols.

The Proposer shall be financially responsible to license as needed the FirstWatch products, including FirstWatch On-line Compliance Utility (OCU), and FirstPass. FirstWatch products must be purchased and licensed to ICEMA by the Contractor. The Proposer will be expected to pay all costs for data source integration to include initial implementation costs, ongoing annual support, and maintenance fees as identified in Exhibit 14.

#### C. Contractor Support of County Compliance Contract Management, Monitoring and Regulatory Activities

This RFP requires the Contractor to reimburse ICEMA for ICEMA's expenses in monitoring and managing the contract, and for EMS medical direction and coordination as identified in Exhibit 14. Payments shall be made quarterly with the first payment due within thirty (30) days of the close of the first quarter with subsequent quarterly payments throughout the term of this contract. The annual payment shall not exceed the County's actual costs for management and regulatory activities associated with the contract.

#### 4.3 RESPONSE TIME STANDARDS

This section evaluates the Proposer's ability to comply with minimum County response time requirements and provides Proposers the criteria for how the County will measure compliance as identified in Exhibit 6. Proposer's must consider the following information in their response and provide requested information that supports this evaluation.

The overall Response Time performance requirement for services under this RFP is intended to ensure the Contractor responds to and arrives at each incident with an appropriate ambulance resource in accordance with established ICEMA standards. The standards set forth herein establish the level of Response Time performance required by the Contractor for calls within the Comprehensive Service Area.

It is the Proposer's sole responsibility to be familiar with the geographic and weather considerations in each Exclusive Operating Area (EOA) throughout the Comprehensive Service Area, comprising this solicitation. The Contractor will be held accountable for response time defined as the time the ambulance dispatch center is notified of the request for service, and the time the ambulance notifies by radio or other reliable method that the ground ambulance has arrived on-scene (wheels stopped) at the address site or at a designated or assigned staging area. All response times shall be measured in whole minutes with seconds. In the case of significantly encumbered/restricted access to the patient, the term "On-Scene" shall be understood to mean the time the ground ambulance arrives at the restricted access point, e.g., staging area, at the gate of a closed gated area, or rendezvous point to be escorted to the patient by another individual.

In all incidents where the crew fails to report their arrival on-scene, the Contractor may submit GPS data to confirm on-scene time, otherwise, the next radio transmission is to be used to confirm on-scene times.

- (1) Proposer must supply supporting documentation to demonstrate the Proposer's ability to meet the response time criteria. Include documented proof of ability to measure and achieve compliance with fractile response time performance. Documentation may include reports provided to government oversight entities and letters confirming compliance with mandated response times. Internal reports with adequate supporting documentation of the methodology used to create response time performance reports may also be submitted.
- (2) There are response time compliance zones for this RFP (Exhibit 2). Proposals must evidence an ability to maintain response times with at least 90% compliance in each EOA.
  - a. A measurement period is defined as any complete month, or accumulation of months in which the total number of calls in a response area equals or exceeds one hundred (100) or a twelve (12) month period, whichever is first.
  - b. Measurements will be calculated separately for each EOA for data collection and system improvement.
  - c. Each EOA is assigned response times based on population (urban, suburban, rural and wilderness) compliance categories and the Emergency Medical Dispatch (EMD) determinant as approved by the ICEMA Medical Director.
  - d. Response times per EOA will be re-evaluated periodically based on population changes identified by the US Census Bureau.



#### 4.4 CLINICAL PERFORMANCE STANDARDS

This section evaluates the Proposer's ability to comply with clinical performance standards. The section provides Proposers the criteria for how the County will measure compliance as identified in Exhibit 7. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) It is well established that quality management efforts improve patient care. Many EMS systems focus on response time compliance as the lead measurement of quality performance. It is the intent of the County as part of this RFP to also emphasize clinical performance. Clinical performance measures have been published and are continuing to evolve in EMS. It is the Proposer's responsibility to be familiar with published clinical performance standards and EMS quality measures, including those identified for consideration in this RFP (Exhibit 7).
- (2) The Proposer will be held accountable for clinical performance standards as part of a performance-based contract. These will be developed as part of a new contract and the Proposer should provide detail on how they will incorporate clinical quality measures into their service contract. Proposals should address the methods of measurement and quality improvement activities to address adherence to clinical standards. Including documented proof of ability to measure and achieve compliance with clinical performance standards. Proposers will not be scored on the performance measures, as these benchmarks will be developed collaboratively during the first year of the contract. Proposers will be scored on their overall ability to incorporate quality improvement activities into their patient care practices.
- (3) It is the goal of ICEMA to work collaboratively with the Contractor to jointly develop clinical standards and establish performance benchmarks within the first year of the contract based on the clinical measures identified in Exhibit 7.

##### A. Liquidated Damages

There will be liquidated damages for underperformance in both clinical and response time performance. Response time performance will be measured monthly. Clinical performance will be measured quarterly. Liquidated Damages for clinical performance will only be assessed after a robust performance improvement process has been conducted to include root cause analysis and performance improvement mitigations have not been implemented. For an example of how liquidated damages will be assigned see (Exhibit 6 and 7).

#### 4.5 AMBULANCE DEPLOYMENT AND SYSTEM STATUS PLAN

##### A. Ambulance Deployment Requirements

This section evaluates the Proposer's ability to comply with requirements identified below for ambulance deployment and the system status plan. The following information must be considered in the response and requested information must be provided which supports this evaluation.

Proposers need to be aware of hospital overcrowding and Ambulance Patient Off-load Delays (APOD) in the Comprehensive Service Area. ICEMA's APOD Policy [8100](#), has a goal of twenty-five (25) minutes to complete patient transfer of care. In 2021, the average APOD was twenty-eight (28) minutes beyond the 25-minute allowable transfer period, for a total average of fifty-three (53) minutes. Proposers need to account for APOD in the development of a system status plan.

Ambulance System Status and Deployment Plans will be approved by ICEMA annually. The plan will describe:

- (1) Deployed ALS and BLS Unit Hours by EOA to achieve response times requirements. The plan must show Unit

Hours by time of day and day of week and if there are seasonal variations.

- (2) Mechanisms to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other surge events, including disasters, large fires, a pandemic or high flu season.
- (3) Include a process that identifies how additional ambulance unit hours will be added by the Contractor if the on-time response time performance standards are not met.
- (4) Include a map identifying proposed ambulance station(s) and/or post locations within the geographic zones within the response time compliance areas as indicated in this RFP. The Proposer is not required to provide ambulance stations unless staffing 24-hour shifts.
- (5) Workforce necessary to fully staff ambulances identified in the deployment plans.
- (6) Any planned use of on-call crews.
- (7) Ambulance shifts and criteria to be used in determining shift lengths.
- (8) Any mandatory overtime requirements.
- (9) Record keeping and statistical analyses used to identify and correct response time performance deficiencies.
- (10) Any other strategies to enhance system performance and/or efficiency through improved deployment/redeployment and mutual aid practices both inside and outside the Comprehensive Service Area.
- (11) Provide a sufficient number of ambulances that are fully stocked to meet 133% of peak system demand. For example, if 100 ambulances are needed to meet peak demand, then 33 additional ambulances are required to be fully equipped and ready for utilization to meet this standard. The proposer must ensure their surge plan and response includes equal protection for all EOAs within the Comprehensive Service Area. The requirement is not to have 133% coverage in *each* EOA, but rather distribute flexible resources to ensure coverage during surge periods.
- (12) The initial ambulance deployment plan unit hours shall not be decreased for the first twelve months of operations.
- (13) Any modification of the Contractor's system status plan requires approval from the ICEMA Administrator.

**B. Standby and Special Events**

This section evaluates the Proposer's ability to plan for and participate in Special Events. The following information must be considered in the response and requested information must be provided which supports this evaluation.

If an event sponsor desires a dedicated standby ambulance at an event, the provider may enter into a separate contract with the sponsor for the provision of standby and payment for such services. Standby special events services are not part of the Comprehensive Service Area. If the Proposer enters into a contract for standby special event services, they must not utilize a 911 system ambulance to staff contracted standby events.

**4.6 VEHICLES**

**A. Ambulance Requirement**

This section evaluates the Proposer's ability to comply with the ambulance requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

Ambulances must conform to the following requirements:

- (1) Ambulances may be standard Type I, Type II, or Type III.
- (2) Ambulance must be configured to meet the safety and ergonomic needs of employees.
- (3) Be identically configured.
- (4) In certain terrain locations, a four-wheel drive ambulance may be necessary.
- (5) It is recommended that ambulances utilize hydraulic gurneys to reduce incidents of spinal load injuries and increase the margin of safety for patients and EMT/paramedics.
- (6) The use of Automatic Vehicle Locators (AVLs), Mobile Data Computers (MDCs), and Global Positioning System (GPS) mapping technology is required. The AVL system must interface with the Centralized Emergency Medical Dispatch (EMD) Center CAD system. The Contractor is responsible for all fees associated with the purchase and monthly operations of the AVL system.
- (7) Meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.
- (8) Meet or exceed the recommendations for ambulances by the Ambulance Manufacturers Division of the National Truck Equipment Association.
- (9) Meet or exceed the equipment standards of the State of California.
- (10) Ambulances shall be limited to a maximum mileage of 300,000 and less than ten years of age.
- (11) Ambulances not new at the start of this contract must include a list of brand name, model, age, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.
- (12) Ambulance signage must be approved by ICEMA prior to deployment.
- (13) The Proposer will describe how they can provide ambulance transport to accommodate a patient weighing up to 1,000 lbs. and describe the training personnel shall have for the safe movement and transport of morbidly obese patients.
- (14) Proposer will describe how they will provide NICU transports and describe the training personnel shall receive for the safe movement of NICU patients.

B. Support Vehicles Requirement

This section evaluates the Proposer's ability to comply with the support vehicles requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) Provide specifications for any supervisor vehicle or other support vehicle to be utilized by Proposer for use under this contract.
- (2) Be able to carry all items contained in the ICEMA Standard Drug and Equipment List Policy [7010 R5](#).
- (3) Vehicles must not exceed 250,000 miles.

C. Vehicle Maintenance Program

This section evaluates the Proposer's ability to comply with vehicles maintenance program requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) Provide a copy of the vehicle maintenance program. The vehicle maintenance program must be designed and conducted to achieve the highest standards of reliability appropriate to a modern ambulance service.
- (2) Submit a copy of vehicle maintenance records for any vehicles that are not new at the start of the contract.
- (3) Submit the qualifications of maintenance personnel to be utilized.
- (4) Describe locations of maintenance services.
- (5) Describe the proposed automated or manual maintenance program record-keeping system that includes dates of inspections and repairs. The system should track both scheduled and unscheduled maintenance (by vehicle and by fleet) and shall track equipment failures during ambulance responses.
- (6) Document the vehicle failure rate including units in route, on-scene, or with a patient on board for the past three (3) years.

D. Vehicle Safety Program

This section evaluates the Proposer's ability to comply with the vehicle safety program requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) The Proposer must verify that it will have an emergency vehicle operator's course (EVOC) for all its field personnel including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.
- (2) Describe any other mechanism used to promote safe ambulance driving and prevention of crashes/traffic incidents, such as, a video surveillance system or other methods.
- (3) Describe the organization's methods used to reduce vehicle environmental impact.
- (4) Describe how ambulance configurations will be provided, which address workforce ergonomic issues.

**4.7 MEDICAL SUPPLIES AND EQUIPMENT**

This section evaluates the Proposer's ability to comply with the medical supplies and equipment requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) Each ambulance must carry standardized equipment and supplies that meet federal, state, and ICEMA requirements, policies, and protocols. Such equipment and supplies will be stored in the same location depending on ambulance types. Durable equipment does not need to be new at the beginning of the contract but will be required to meet all specifications and periodic maintenance as approved by ICEMA.
- (2) Describe how equipment is selected for use and the procedures that ensure such equipment is properly maintained. Describe how upgrades to equipment will be handled and funded, during the duration of the contract including items such as biomedical devices or other equipment as deemed appropriate by ICEMA.
- (3) All medical equipment shall be in good repair and safe working order. Each ambulance will be fully stocked and

with sufficient medical equipment and expendable supplies to accommodate replacement during repair and for times of excessive demand in the EMS system.

- (4) Provide a detailed list of durable medical equipment, communications equipment, and medical supplies that will be carried on ambulances, including brand name, age (biomedical equipment only), and specifications of such equipment.
- (5) Provide the supply/equipment inventory tracking and resupply process.

#### **4.8 PERSONNEL**

##### **A. Workforce and Diversity**

This section evaluates the Proposer's ability to comply with the workforce and diversity requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) The County places a high priority on ensuring a culturally responsive patient care with emphasis on workforce diversity to ensure equity in serving these populations. Proposers shall define their organizational values, policies, and structures that will enable staff to work effectively cross-culturally and mirror the diverse nature of San Bernardino County.
- (2) The Proposer shall establish a recruitment, hiring, and retention system consistent with ensuring a quality workforce of clinically competent employees that are appropriately certified; licensed, and/or accredited. Field personnel with bilingual skills reflecting the diversity of languages spoken in San Bernardino County are highly valued. The Proposer is encouraged to describe its organization's practice ensuring diversity in the workforce and success addressing alignment with diverse communities served.
- (3) All EMS personnel must comply with State of California Live Scan requirements for certification/accreditation.

##### **B. Ambulance Work Schedules and Conditions**

This section evaluates the Proposer's ability to comply with the ambulance work schedules and condition requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

Proposers must describe the policies and procedures used to monitor employee fatigue and impairment. Patient care must not be hampered by impaired motor skills of personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. To mitigate fatigue and safety concerns, Contractor's paramedics and EMTs working on an ambulance or as field supervisors should work reasonable schedules to ensure that potential fatigue and the resulting safety issues are reduced.

- (1) Provide proposed work schedules and assignments to demonstrate reasonable working conditions for ambulance personnel.
- (2) At least 51% of the employers' proposed schedule shall be Proposer's full-time employees.
- (3) Indicate how ambulance personnel will have sufficient rest periods to ensure that they remain alert and well-rested during work periods. The conduct and appearance of the Contractor's personnel must always be professional and courteous.
- (4) Provide examples of work schedules, shift assignments, policies including those related to workload protection,

and any audit criteria related to work schedules and working conditions.

- (5) Provide methods that will be used to minimize the turnover rate among the Proposer's personnel.
- (6) Provide how workload and fatigue are measured for ambulance crews.
- (7) Provide the organization's personnel recruitment and screening processes.
- (8) Provide the organization's employee retention program.
- (9) Provide the organization's programs, policies, and procedures for occupational health and safety.
- (10) Provide the organization's pre-employment and on-going physical and mental health ability evaluation processes.

#### C. Stations and Field Sub-stations

This section evaluates the Proposer's ability to comply with 24-hour employee stations and field sub-stations requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

The Contractor is encouraged to provide appropriate accommodations for 24-hour employee stations and "field sub-stations". Stations and field sub-stations should be located at strategic posts that are accessible to on-duty field-based personnel 24/7. At a minimum, these facilities shall:

- (3) Be climate controlled (air conditioning and heat),
- (4) Have adequate and comfortable seating to accommodate a complete on-duty crew,
- (5) Have at least one (1) operable toilet, sink, and microwave as well as a desk and task chair,
- (6) Sleeping quarters to accommodate 24-hour personnel
- (7) Have capability to enable patient care charting and uploading of documents,
- (8) Have adequate accommodations to meet the needs of nursing mothers,
- (9) Facilities will be compliant with OSHA/Cal OSHA regulations.

#### D. Compensation/ Benefits

This section evaluates the Proposer's ability to provide a fair compensation and fringe benefits program. The following information must be considered in the response and requested information must be provided which supports this evaluation.

In order to attract and retain experienced and highly qualified ambulance personnel, the Proposer should provide for the payment of comparable wages and benefits to all EMS personnel that are generally consistent with those provided to EMS personnel in the same geographic region (San Bernardino County). The Proposer is encouraged to establish benefit programs that result in successful recruitment and retention of personnel. The current ambulance provider and San Bernardino County collective bargaining contracts can be found on the ePro website.

- (1) Submit completed copies of the organization's compensation package for ambulance paramedics, and EMTs using the Excel spreadsheet found in Exhibit 8.

#### E. Treatment of the Incumbent Worker

This section evaluates the Proposer's support of the County's intent to retain the expertise of the existing workforce and the requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

There are many dedicated, experienced, and highly proficient paramedics, EMTs, and non-supervisory, ancillary staff employed by the current ambulance provider. The Proposer will be encouraged to recruit from, and preferentially hire, the incumbent paramedic, EMT and ancillary workforce. Subject to applicable federal and state laws, it is desirable a Proposer be willing and able to grant employment to qualified and experienced EMTs and paramedics who are currently employed in San Bernardino County and who seek employment with the Proposer.

Proposals shall provide specific plans to this effort in their proposal. The Proposer will be encouraged to provide a mechanism that enables all incumbent paramedic and EMT personnel that are offered employment with the ability to apply to retain their "seniority" status earned while working for the previous Contractor for such purposes as shift bids.

F. Ambulance Staffing

This section evaluates the Proposer's ability to comply with the ambulance staffing requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) ALS ambulances must be staffed with at least one (1) paramedic and the second crew member may be another paramedic or a California state certified EMT.
- (2) BLS ambulances must be staffed with two (2) California state certified EMTs.
- (3) Critical Care Transport (CCT) ambulance must be staffed with a minimum of one (1) EMT and a paramedic trained at the CCT level or a registered nurse or respiratory therapist for patients being transported between licensed healthcare facilities.
- (4) The Proposers shall provide a description of their process for ensuring that ambulance staffing standards are met, and that staffing levels for ambulance service employees will be equally comparable to or greater than staffing levels under the County's previous contracts within the Comprehensive Service Area.

G. Management and Supervision

This section evaluates the Proposer's ability to comply with the management and supervision requirements identified below. The following positions are considered Key Employees. ICEMA shall have direct access to key employees identified in this section at all times. This includes the right to call regular meetings with key employees, as well as unscheduled visits.

The following information must be considered in the response and requested information must be provided which supports this evaluation. This is to illustrate span of control and ensure employees are operating professionally and competently.

- (1) The Proposer must have dedicated in-county management and supervisory personnel to manage all aspects of ambulance service including administration, operations, EMS training, clinical quality improvement, community outreach coordinator, record keeping, and field supervision. Field supervision shall be provided continuously 24 hours a day.
- (2) The Proposer must specifically explain their staffing model to show sufficient personnel that will monitor, evaluate, and improve clinical care provided by the Proposers personnel and ensure that on-duty employees



are operating professionally and competently.

- (3) Identify the Key Employees by position for the Comprehensive Service Area ambulance operations. Include completed Investigative Authorization–Individual and Company forms (Exhibit 9 and 10).
- (4) Provide the qualifications, including resumes, and job descriptions for all management, clinical and supervisory personnel for the ambulance service.

#### H. Employee Safety and Wellness

This section evaluates the Proposer's ability to comply with the employee safety and wellness requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation

- (1) The Proposer shall have an ICEMA approved Communicable Disease Policy that complies with California Occupational Safety and Health Administration (Cal/OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All EMS personnel shall be trained in prevention, personal protective equipment, and universal precautions.
- (2) Provide the organization's communicable disease control and safety policies and procedures.
- (3) Identify personal protective equipment provided to EMS personnel including uniforms, jackets for inclement weather and OSHA compliant protective attire.
- (4) All EMS personnel shall be trained in prevention, use of personnel protective equipment and universal precautions.
- (5) Proposers shall address the ergonomic needs of employees when selecting ambulances for their response to this RFP and shall describe the process that includes employee input in major equipment purchases.
- (6) Proposers shall identify the process they will use in determining ambulance design to include the ergonomic comfort and safety of employees.
- (7) The Proposer shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.
- (8) Proposer shall develop an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.). The Proposer shall maintain and strictly enforce policies for infection control, cross-contamination, proper cleaning and disinfection of ambulances and soiled material disposal to decrease the chance of communicable disease exposure and transmission.

#### I. Critical Incident Stress Management and Employee Resilience Program

This section evaluates the Proposer's ability to comply with the Critical Incident Stress Management and Employee Resilience Program requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) Proposer shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, critical incident debriefs and stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.
- (2) Provide the Critical Incident Stress Management Program and Employee Assistance Program which will be used in San Bernardino County.



J. Training and Continuing Education Program

This section evaluates the Proposer's ability to comply with the training and continuing education requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation

(1) Core Training Requirements:

The Proposer must provide a comprehensive training/education program for all EMS personnel. Joint training sessions for ambulance and fire service first responders are expected. Such a program shall include, but not be limited to:

- a. Advanced training for EMTs staffing ALS or BLS ambulances,
- b. Orientation to the San Bernardino County EMS System,
- c. Customer service and cultural sensitivity,
- d. Pre-accreditation field evaluation for paramedics,
- e. Post-accreditation education, supervision, evaluation,
- f. Continuing education that is data driven and aligned with quality improvement activities, including skills, procedures protocols, issues, and other programs,
- g. Other programs and activities to maintain uniform skill proficiency,
- h. Provide the organization's comprehensive training and education program for EMS personnel and how it will meet all training standards established by ICEMA Policy [1030R1](#),
- i. Provide the organization's plan on integration of training and education with fire service first responders,
- j. Provide the orientation and other training and evaluation that is required for new paramedics,
- k. Provide the process to ensure timely, accurate, and accountable communications with EMS personnel regarding changes in EMS system policies, procedures, protocols, or precautions,
- l. Provide the qualifications, job description, and resume for clinical leadership personnel,
- m. Provide the database system to be used for maintaining paramedic and EMT records including employment, certification/licensure, paramedic accreditation, required training programs, and on-going training.

K. Supplemental Specialty Training

(1) Paramedics must comply with ICEMA policies for accreditation and maintain current valid certifications for:

- a. Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider,
- b. Prehospital Trauma Life Support or Basic Trauma Life Support,
- c. Advanced Cardiac Life Support.

(2) EMTs must maintain California state certification including:

- a. Compliance with ICEMA policies for certification/recertification requirements,
- b. Optional Scope, if applicable.

L. Continuing Education Provider

The Contractor must be approved as an ICEMA Continuing Education (CE) Provider within 12 months of Contract start date. Staff responsible for clinical education and clinical quality improvement must be able to meet the qualifications for EMS CE clinical direction following the California Code of Regulations, Title 22, Division 9, Chapter 11, and ICEMA Policy [2100](#).

M. Training Records

The Contractor must maintain a single electronic database of all clinical personnel training and certification records. ICEMA shall have electronic access to this database. The Contractor's database will be continually updated so that records are current. The database will include, but not be limited to:

- (1) Employment status (e.g., full-time, part-time, currently employed by, previous employment within the County),
- (2) Certification/licensure,
- (3) Paramedic accreditation,
- (4) Any on-going training required by ICEMA and ICEMA's Medical Director.

**4.9 HOSPITAL AND COMMUNITY REQUIREMENTS**

A. Hospital and Contractor Relationship and Technology Interface

This section evaluates the Proposer's ability to comply with the hospital interface requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) The Proposer will describe a user-friendly and effective system for hospitals to communicate with:
  - a. Ambulance management and clinical quality improvement staff.
  - b. Ambulance paramedics and EMTs.
- (2) Hospitals require the electronic transmission of 12-lead Electrocardiogram (ECG) for suspected ST-Elevation Myocardial Infarction (STEMI) to the hospital prior to patient arrival. The 12-lead ECG will be included in the electronic copy of the patient's medical record. Describe how 12-lead ECG for suspected STEMI patients will be made available to the hospital prior to patient arrival.
- (3) Ambulance staff are required to provide early notification of incoming patients with all pertinent information presented in a concise and standardized format and according to ICEMA Policy [9030](#).
- (4) The ePCR will be available to hospital personnel according to ICEMA Policy [5030](#).

B. Community Involvement

This section evaluates the Proposer's ability to comply with the community involvement requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation. Contractor shall provide the type, number and frequency of its community involvement and activities.

- (1) The Contractor will be required to plan and implement community education programs, which shall include presentations to diverse community groups, conducting citizen CPR training events, Stop the Bleed, health and career fairs, participation in EMS week and other educational activities involving prevention, appropriate use

of 911 and system access.

- (2) Describe any provisions to be made to address linguistic access for non-English speakers in public education and outreach activities.
- (3) Provide the organization's proposed community education and illness/injury program for San Bernardino County. Include timeline and measures.
- (4) The Contractor will report on these activities to ICEMA periodically as determined by ICEMA.
- (5) The Contractor will participate in community health initiatives as established through ICEMA.
- (6) The Contractor will provide local EMS training programs priority placement for student field observation and field internships.

#### **4.10 DISASTER PREPAREDNESS/RESPONSE**

##### **A. Multi-Hazard Disaster and Multi-Casualty Plans**

This section evaluates the Proposers ability to comply with the Multi-Hazard Disaster and Multi-Casualty Plans requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) The Contractor shall have an internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.
- (2) The Contractor shall participate with ICEMA in disaster planning activities and participate in the Healthcare Preparedness Planning Partnership and other disaster committees as requested by ICEMA. This includes assigning a disaster coordinator having responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any ICEMA approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.
- (3) Provide an example of how the organization has participated in disaster exercises or actual disasters. Include how the event was evaluated and corrective actions taken to improve future responses.
- (4) The Contractor must agree to contract with the Emergency Medical Services Authority (EMSA), house, maintain, manage, and staff the EMSA state-issued Disaster Medical Support Unit (DMSU). This includes deploying the DMSU when requested by the ICEMA Administrator, or the Medical Health Operational Area Coordinator (MHOAC), via the MHOAC/Regional Disaster Medical Health Specialist (RDMHS) mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, and shall be fully stocked at all times and kept in good working order. The DMSU shall be available for emergency response to a disaster site or designated location. This vehicle may be used to carry EMS personnel and equipment to a disaster site.
- (5) Contractor shall ensure all EMS personnel, supervisory personnel, and management personnel are trained in Incident Command System (ICS), Standardized Emergency Management System (SEMS), and National Incident Management System (NIMS). Current training standards include:
  - a. Non-supervisory field personnel: Incident Command System (ICS)-100, ICS-200, IS-700, IS-800, and Standardized Emergency Management System (SEMS),
  - b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS,
  - c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS.

- (6) The Contractor will ensure EMS personnel responding to a Mass Casualty Incident (MCI), disaster, or other large-scale emergencies are fully trained in the EMS system.
- (7) Identify staff that will have primary responsibility for disaster preparedness, provide the job description, and any required specialized training.
- (8) The Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST Unit leaders have been appropriately trained and approved by ICEMA.
- (9) The Contractor may require that field and supervisory personnel be familiar with and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties, as necessary.

B. Disaster Reimbursement

ICEMA will make reasonable efforts to support the Contractor in obtaining reimbursement for disaster response efforts both within and outside of the County when such funds are available. The Contractor will ensure all documentation meets FEMA eligibility and/or other federal funding standards, policies, and guidelines.

C. Mutual Assistance

This section evaluates the Proposer's experience with providing mutual assistance per the requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

To the extent units are available and consistent with its primary responsibility to provide ambulance and emergency medical services, with ICEMA and/or MHOAC approval, the Contractor will render "automatic aid" and "mutual assistance" to adjacent jurisdictions. The Proposer will provide their process to render and receive "automatic aid" and "mutual assistance" to those providers of emergency medical services operating within adjacent areas in and out of San Bernardino County.

#### 4.11 QUALITY MANAGEMENT

A. Quality Improvement Program and Ongoing Quality Improvement Requirements

This section evaluates the Proposer's ability to comply with the Quality Improvement (QI) program and ongoing QI requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) The Proposer will have a comprehensive QI and performance measures program. This program will include all operations and services and not be limited to clinical care. Data shall be presented to ICEMA as part of the required online compliance utility program in a format approved by ICEMA.
- (2) The QI program must meet the requirements of the California Code of Regulations, Title 22, Chapter 12 (EMS System Quality Improvement), and [ICEMA policies](#).
- (3) The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.
- (4) The program must include methods to measure performance, customer service satisfaction, identify areas needing improvement, and implementation of improvement plans, and then evaluate the results.
- (5) Contractor will be required to submit an update QI Plan annually. The QI Plan shall be reviewed for

appropriateness to the provider's operations and revised as needed in consultation with ICEMA. The update shall include, but not be limited to a summary of how the QI program addresses indicators and performance measures.

- (6) Participate in ICEMA's quality initiatives, including making available relevant records for program monitoring and evaluation.
- (7) Participate in ICEMA clinical trials or pilot projects as approved by the ICEMA Medical Director.
- (8) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with ICEMA Medical Director or his/her designee.
- (9) Submit all required reports to demonstrate how Proposer will be compliant with clinical standards and clinical benchmarks as determined through the clinical standards-setting process.
- (10) Submit data consistent with Health and Safety (H&S) Code 1797.227 to allow ICEMA to participate in the California EMS System and data required for participation including but not limited to: Quality Core Measures Project, Cardiac Arrest Registry to Enhance Survival (CARES), National EMS Quality Alliance (NEMSQA), and Mission: Lifeline.
- (11) Additional reports may be required as part of local QI programs for improvement including key performance indicators for STEMI, stroke, advanced airway, cardiac arrest, trauma, sepsis, choking, childbirth, pain, customer satisfaction, pediatric skills, medication errors, complaint satisfaction, employee satisfaction, EMT and paramedic skill retention and safety.

#### B. Inquiries, Complaints, and Incident Reporting

This section evaluates the Proposer's ability to comply with the inquiries, complaints and incident reporting requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) The Contractor will develop a mechanism for internal and external customers to comment on the care provided by Proposer and will provide access to comments to ICEMA.
- (2) The Contractor will provide prompt response and follow-up to inquiries and complaints at a minimum of three (3) business days, and report findings to ICEMA.
- (3) The Contractor will have an accountability system to account for patient belongings.
- (4) The Contractor will cooperate with ICEMA and/or EMSA in the investigation of an incident or unusual occurrence.
- (5) The Contractor will complete an incident or unusual occurrence report within 24 hours for personnel involved in an unusual occurrence. The Contractor will immediately notify ICEMA of potential violations of California Law.

#### **4.12 ELECTRONIC PATIENT CARE REPORTING REQUIREMENTS**

This section evaluates the Proposer's ability to comply with the ePCR requirements identified below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) The Contractor will be required to utilize an electronic Patient Care Report (ePCR), approved by ICEMA, according to California Health and Safety Code Section 1797.227. The ePCR shall be accurately completed to

include all information as identified in [ICEMA policy](#).

- (2) The County has implemented one (1) ePCR software product for all providers in San Bernardino County to improve efficiency and reduce documentation errors. ICEMA utilizes ImageTrend as the data repository for all CEMSIS data. Proposer agrees to utilize the ImageTrend Elite ePCR platform used by all first responders and ambulance transport providers within the EMS system.
- (3) The ImageTrend Elite ePCR system has the capability of mobile data entry in the ambulances and at the patient's bedside. The ePCR system complies with the National Emergency Medical Services Information System (NEMSIS) and California Emergency Medical Services Information System (CEMSIS), mapping standards and data dictionary, as promulgated by the California EMS Authority and ICEMA requirements. The ePCR system must have the capability to:
  - a. Link with the CAD to import all data for all calls.
  - b. Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.
  - c. Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.
  - d. File the ePCR data directly into the patient's electronic health record for a better longitudinal patient record.
  - e. Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system utilizing the FirstWatch FirstPass product.
- (4) The Contractor will be responsible for the full cost of the annual ImageTrend licensing fee including all associated costs identified in Exhibit 14.
- (5) An ePCR must be completed for all patients in a timely manner according to [ICEMA policy](#). The Proposer must describe a process to demonstrate ePCR accountability through CAD reconciliation for every medical transport.
- (6) As health information systems evolve, the Contractor will agree to collaborate with ICEMA and local hospital(s) to establish and/or participate in a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment, and operations through continuous quality improvement activities including analysis of outcome data associated with individual patients.
- (7) Provide a description of computers utilized for ePCR including their wireless communication capabilities, that will be provided to each ambulance unit and staff vehicle.
- (8) Describe the process for patient care records to be made available to the receiving hospital.

#### **4.13 CENTRALIZED EMERGENCY MEDICAL DISPATCH (EMD) CENTER**

This section evaluates how the Proposer plans to dispatch ambulance services in the Comprehensive Service Area and comply with the minimum services requirements outlined in Exhibit 11. Proposers must fully describe their dispatch method, staffing, technology, technology backup system, supervision, and QI processes.

The long-term goal of the County in the first five (5) years of this contract is to have ambulance dispatch and ambulance system status management physically located together. However, at present, the County Centralized EMD Center does not have the physical space for the entire ambulance operating needs. Therefore, at contract start up, the Contractor can operate their own dispatch center and manage their ambulances with a CAD-to-CAD link

with County's Centralized EMD Center. The Contractor could contract with the Centralized EMD Center for 911 dispatching services in addition to EMD.

The County's Centralized EMD Dispatch Center will provide Medical Priority Dispatch for resource determination in accordance with ICEMA's Medical Director and Dispatch Protocols. The County's Centralized EMD Center will determine the Contractor's priority level to all emergency 911 ALS and BLS calls within the Comprehensive Service Area following ICEMA approved EMD Policy [4100](#).

The County requires the Contractor at start-up to enter into a separate agreement with the County's Centralized EMD Center and pay for the provision of EMD and CAD-to-CAD coordination services. EMD with Medical Priority Dispatch Service (MPDS) charges are estimated to be \$5.00 per call the first year with annual increases as outlined in, Exhibit 11. The minimum service requirements are also outlined in Exhibit 11.

#### **4.14 FINANCIAL AND ADMINISTRATIVE REQUIREMENTS**

##### **A. Patient Fees**

This section evaluates the Proposer's patient fee schedule to ensure it is consistent with the standards articulated below. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) Current maximum patient fees are included in Exhibit 12. The patient fees must be fixed for at least one (1) year from the beginning of the contract.
- (2) Submit the Proposed Ambulance Rates on the Excel spreadsheet in Exhibit 8.

##### **B. Budget and Fiscal Sustainability**

This section evaluates the Proposers submitted budget and other submitted financial documents. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) Provide all budget information on the Excel spreadsheet in Exhibit 8.
- (2) Provide detailed information on the full cost of the proposed service including allocation of indirect costs.
- (3) Provide a statement of the method of financing, attach any necessary endorsement documents for all start-up and operational costs including, but not limited to, the initial ambulance fleet and equipment and facility leases that are required to begin operations.
- (4) Provide a statement of the amount of funding that will be dedicated to Reserve for Contingencies.
- (5) Proposer shall submit financial statements for all financial and/or in-kind corporate/parental entity support to show all sources of funding that will support the provision of ambulance services within the Comprehensive Service Area.
- (6) If the Proposer's corporate/parental structure is larger than only the provision of ambulance service for San Bernardino County's Comprehensive Service Area, this statement shall include disclosing the full cost allocation of all shared overhead services charged to the San Bernardino County ambulance service for the Comprehensive Service Area (including rationale). Typical overhead services include but are not limited to risk management, insurance, purchasing, maintenance, rent, legal and human resources, or other functions if those functions are not solely dedicated to ambulance service in the Comprehensive Service Area.



- (7) Proposers will disclose, if applicable, the interest or use rate at which the parent / corporate entity loans money or services to the subsidiary corporation providing ambulance services to the San Bernardino County Comprehensive Service Area.
- (8) Using the Excel spreadsheet provided in Exhibit 8, provide the above information for the start-up costs for each year of the five (5) years of operation. Additionally, provide complete information on projected revenue from ambulance service billing for each of the five (5) years. If revenue from ambulance service billing does not cover expected costs of operations, document the projected source of revenue to offset the loss and provide a projected timeframe to recoup losses. "Full Cost" means all costs attributable to the provision of service.
- (9) Proposer will provide a statement indicating the proposer will comply with all of the financial reporting requirements, payments and service charges, and profit and ambulance rate adjustments as identified in Exhibit 14.

C. Billing and Collection

This section evaluates the Proposer's billing system and collection practice. The following information must be considered in the response and requested information must be provided which supports this evaluation.

- (1) The Proposer will be responsible for considerate billing and collection practices. Proposer's collection practices shall follow all State and Federal collection laws and regulations. Proposer's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.
- (2) The Proposer will have personnel available at the Proposer's local headquarters, accessible via a toll-free phone number to provide an initial response to questions regarding patient bills. The Proposer will provide interpreter service, relative to billing and collections, to parties having limited English proficiency.
- (3) The Proposer will have a billing and collections system that is well-documented, easy to audit, customer-friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.
- (4) Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or on paper.
- (5) If a patient is initially billed directly, Proposer's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.
- (6) If a patient has no third-party coverage, Proposer will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

D. Financial Hardship

This section evaluates the Proposer's financial hardship policy. The following information must be considered in the response and requested information must be provided which supports this evaluation. The Proposer shall:

- (1) Provide a written policy that addresses patients who do not have medical insurance and who have limited financial capacity.
- (2) Extend discounts to patients based upon such policy and such discounts will consider federal poverty level standards, ineligibility for Medi-Cal/Medicaid or other third-party coverage, as well as any extenuating circumstances.



- (3) Submit an annual customer satisfaction survey provided by an external agency approved by ICEMA.
- (4) Describe their billing and collection system, including Spanish or other language preferences.
- (5) Provide a copy of their financial hardship policy.
- (6) Provide a copy of a billing late notice.
- (7) Describe how the organization evaluates and improves the billing and collection system.

#### **4.15 FUTURE SYSTEM ENHANCEMENTS**

This section evaluates the Proposer's innovative solutions to provide added value to the community.

The County is interested in exploring innovative solutions that could provide added value to the community. Such programs should be goal-directed; meeting a defined need of a specific patient population in a local community as articulated by local stakeholders and supported by formal health needs assessments. Proposed programs should also be team-based integrating multiple providers, both clinical and non-clinical, in meeting the holistic needs of patients served by the program.

ICEMA anticipates further development and collaborative efforts to enhance the EMS system. ICEMA requires the Contractor actively participate in county-wide EMS activities, work groups, and studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at-risk and mental health patient populations.

Preventative services and alternative solutions include but are not limited to communications center nurse triage systems, clinical computerized decision support systems, community paramedic programs, triage, alternative destination programs, assess and refer protocols and field telemedicine. All services, solutions and programs shall be medically guided and, approved by the ICEMA Medical Director. Any new programs shall have a comprehensive evaluation process to assess patient outcomes to ensure employee and patient safety.

The County is interested in exploring the development of a mental health response and alternate transport using EMS and or other credentialed personnel in response vehicles to provide assessment, management, transport, and referral as appropriate to individuals presenting with behavioral/mental health emergencies in the prehospital setting. The objective is to provide the care and services that will best meet the needs of the individual while reducing the cost associated with unnecessary ambulance transports contributing to overcrowded emergency departments. The Proposer shall describe their experience, if any, with the provision of their personnel providing mental health field alternative response programs.

Although many of these programs have not been finalized for implementation, it is the intent of the County that the Proposer will agree to meet with the County to determine the scope of the program.



## EXHIBIT 1 - REQUIRED TABLE OF CONTENTS

Each proposal must include this Table of Contents and all responses must be in this format and order:

**Cover Letter**

**Authorized Contacts**

**References**

**Table of Contents**

**Section I - Executive Summary and Highlights**

**Section II - Qualification and Experience**

Minimum Qualifications

Organizational Experience

Key Leadership Experience

References

Financial Condition: Brief statement with required supplemental documentation

Legal History: Brief statement with required supplemental documentation

Evidence of Insurance: Brief statement with required supplemental documentation

**Section III - Provisions of Services**

System Requirements

Response Time Requirements

Clinical Performance Standards

Ambulance Deployment and System Status Plan

Vehicles

Medical Supplies and Equipment

Personnel

Hospital and Community Requirements

Disaster Preparedness/Response

Quality Management

EMS Dispatch

Financial and Administrative Requirements

Future System Enhancements and Optional Enhancements

**Section IV - Supplemental Documents**

Contractor Qualifications

Organizational Capacity & Experience

Samples, Drawings & Illustrations

Attachments, Certifications & Forms

Financial Documents

Excel Spreadsheet (Budget, Revenues, Expenses, Ambulance Rate Proposal)

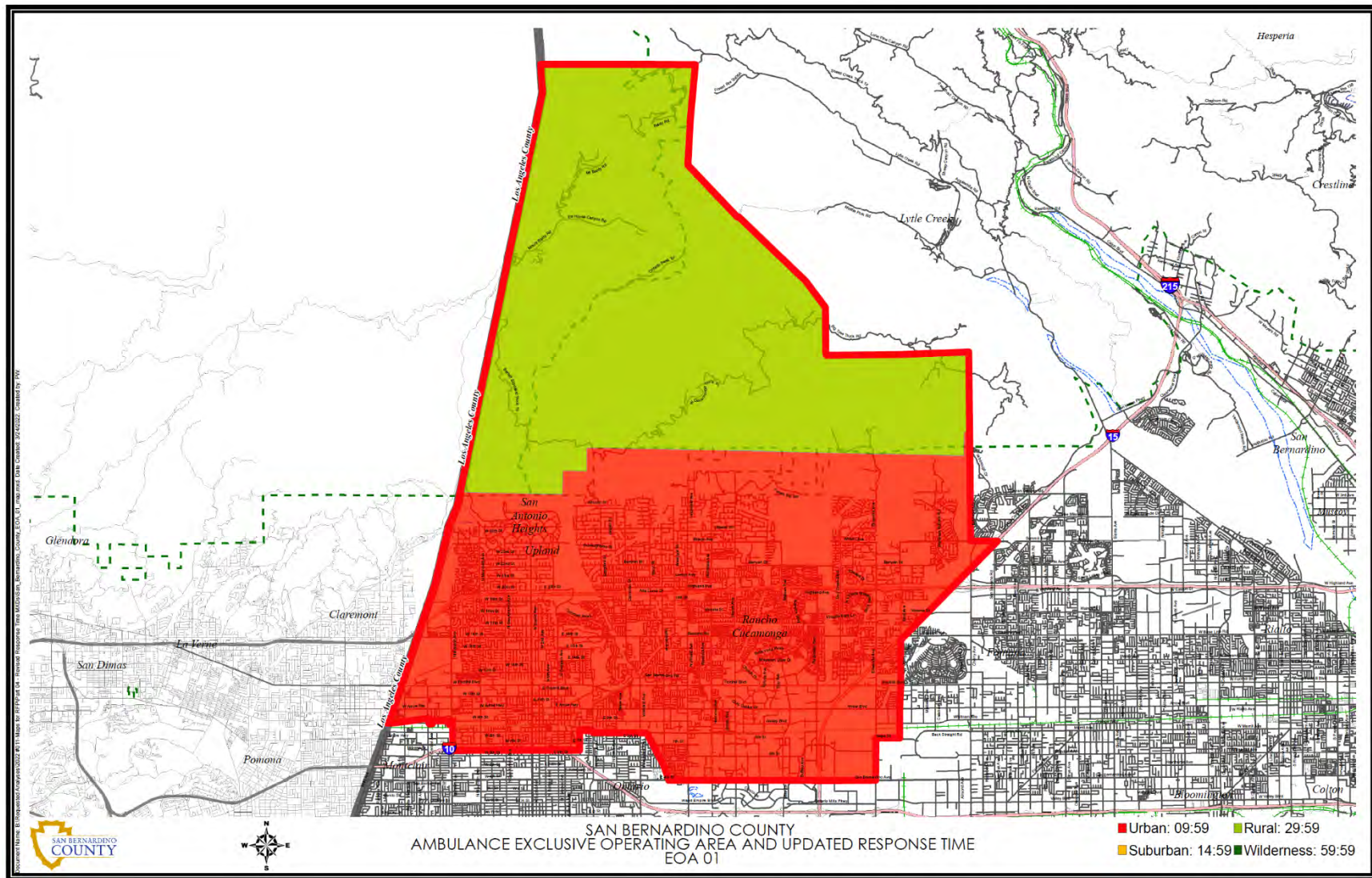
## EXHIBIT 2 – COMPREHENSIVE SERVICE AREA MAPS OF SAN BERNARDINO COUNTY

For the purpose of this RFP, San Bernardino County utilized the following definitions as established by the California EMS Authority.

- **Urban** - All census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts with a population density of 101 to 500 persons or more per square mile.
- **Suburban** - All census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts with a population density of 51 to 100 persons per square mile.
- **Rural** - All census places with a population density of 7 to 50 persons per square mile; or census tracts or enumeration districts without census tracts with a population density of seven to 50 persons per square mile.
- **Wilderness** - Census tracts or enumeration districts without census tracts have a population of fewer than 7 persons per square mile.

Electronic versions of the maps below are available at <https://epro.sbcounty.gov/bsa/view/login/login.xhtm>.

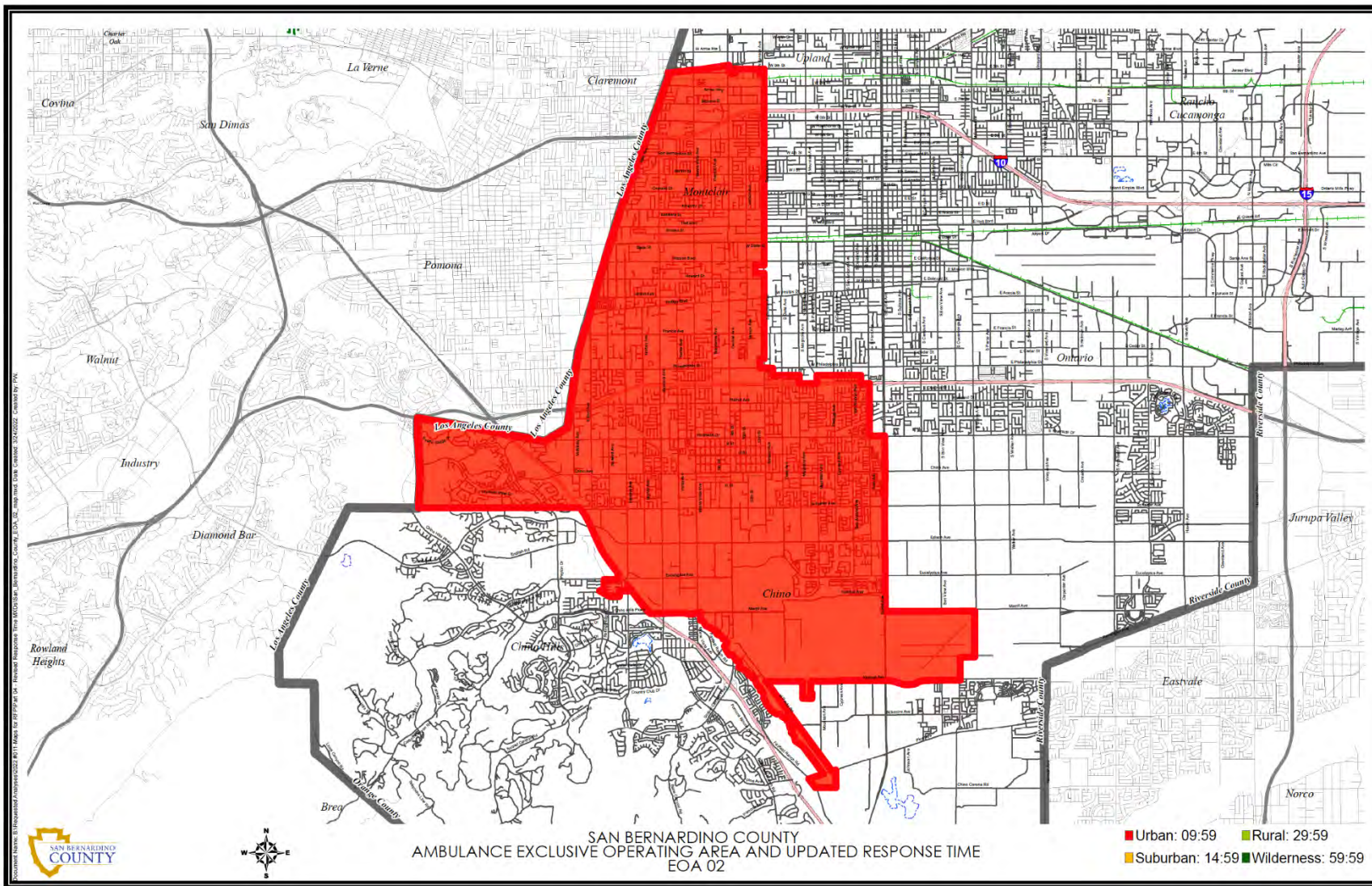
EOA 01



EOA 02

Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County RFP#: ICEMA23-ICEMA-4811





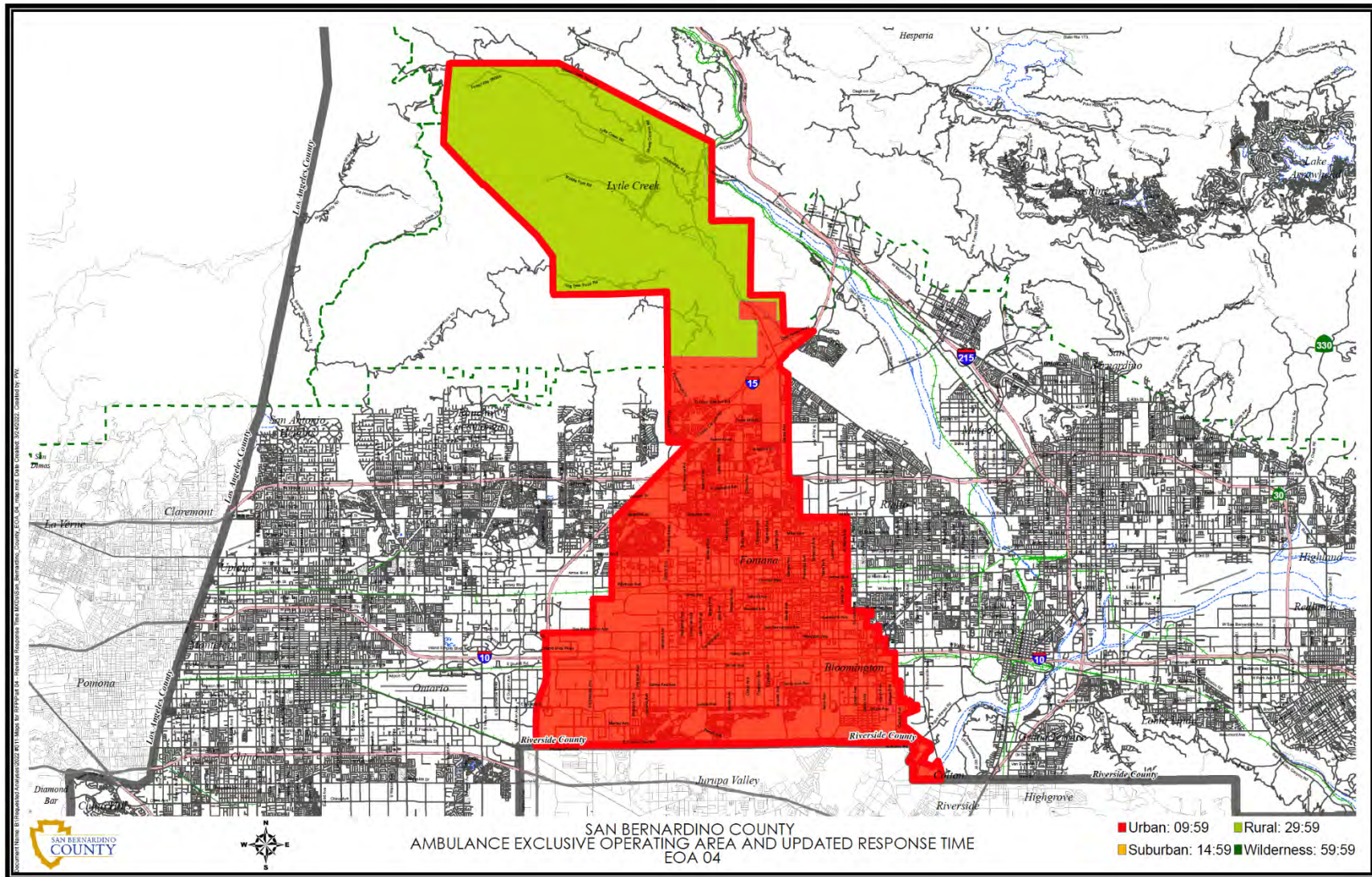
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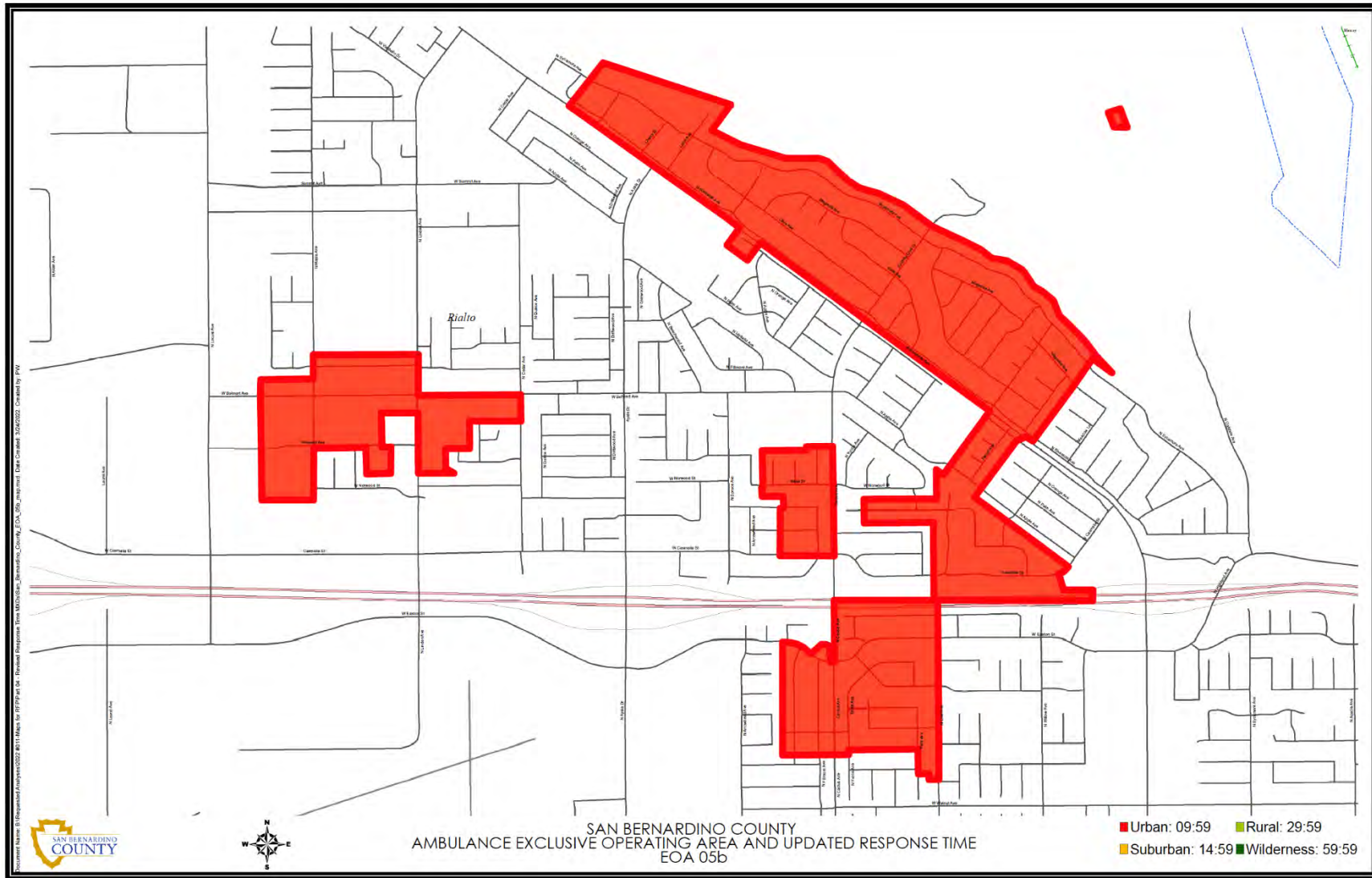






EOA 05b

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## EOA 06

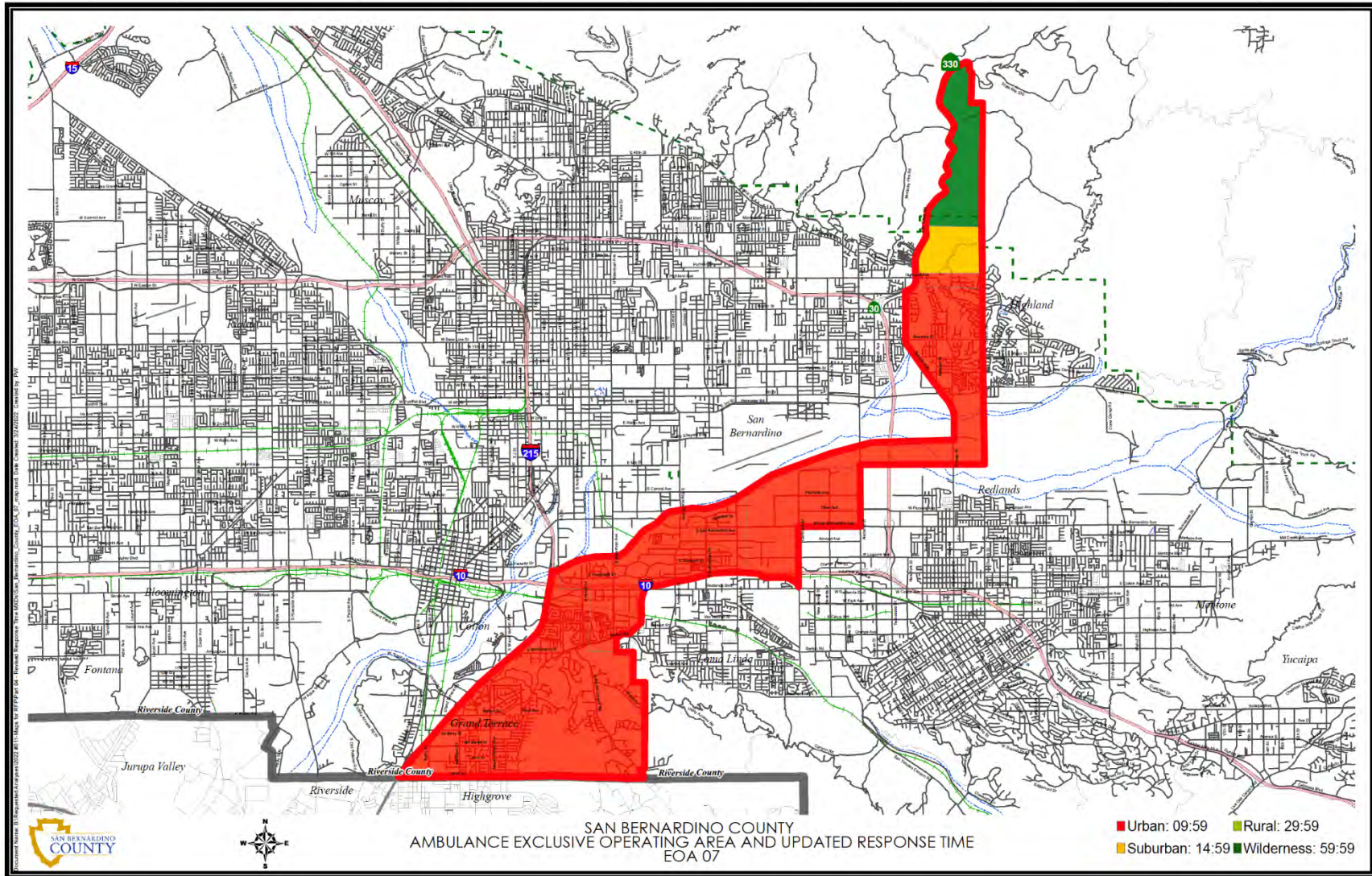
Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County RFP#: ICEMA23-ICEMA-4811





Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County RFP#: ICEMA23-ICEMA-4811





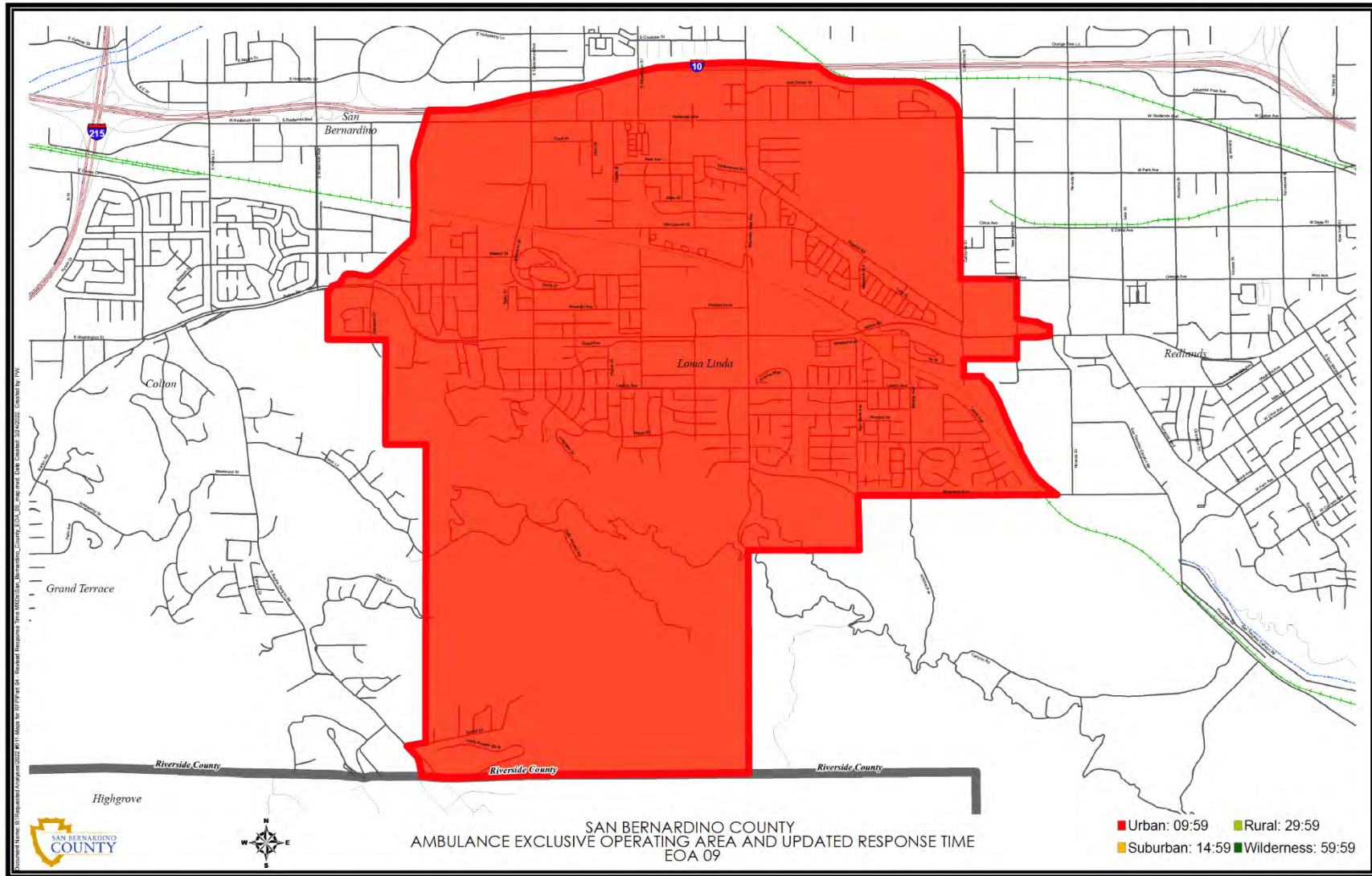
EOA 08

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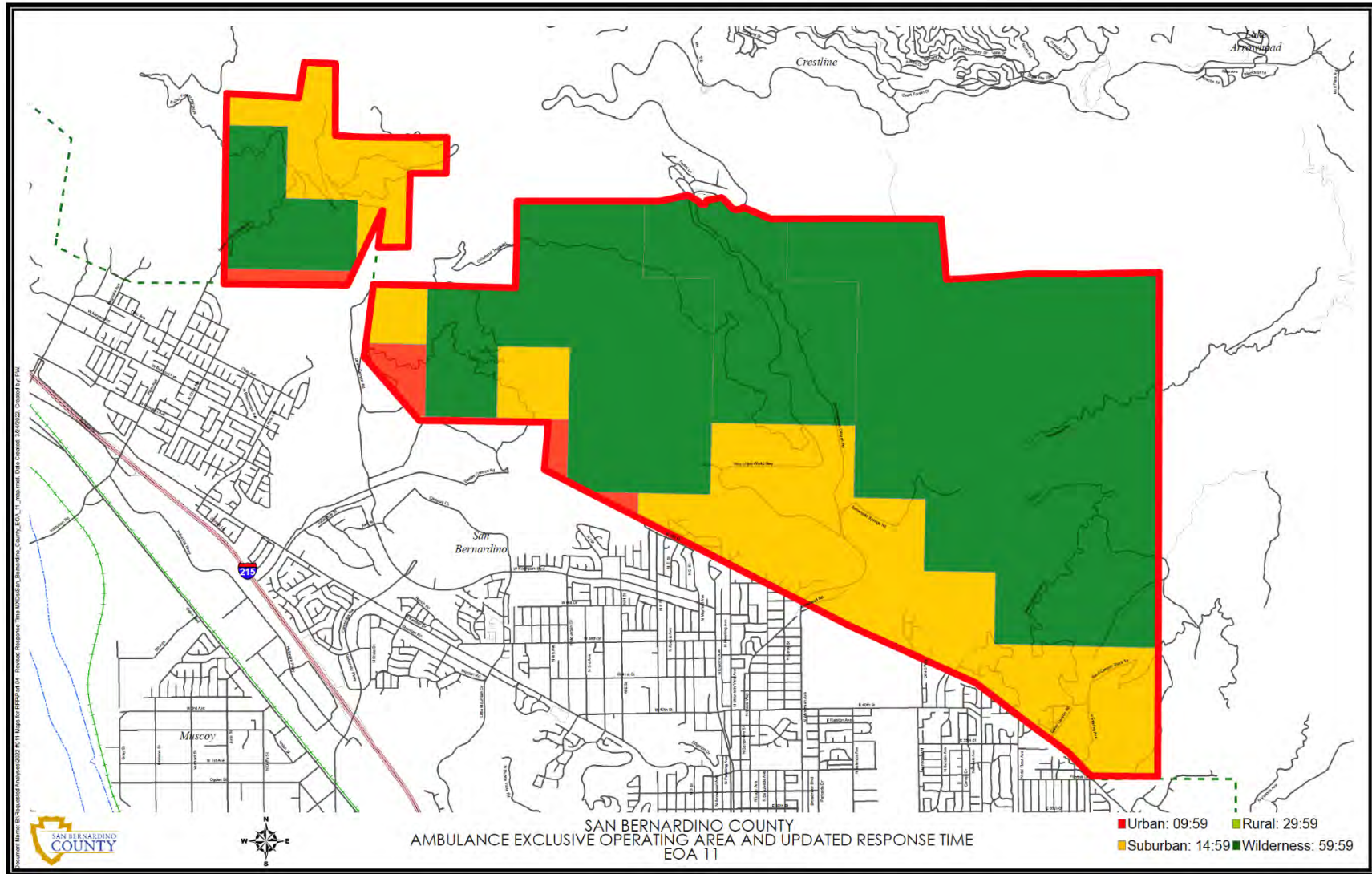
ICEMA23-ICEMA-4811



## EOA 11

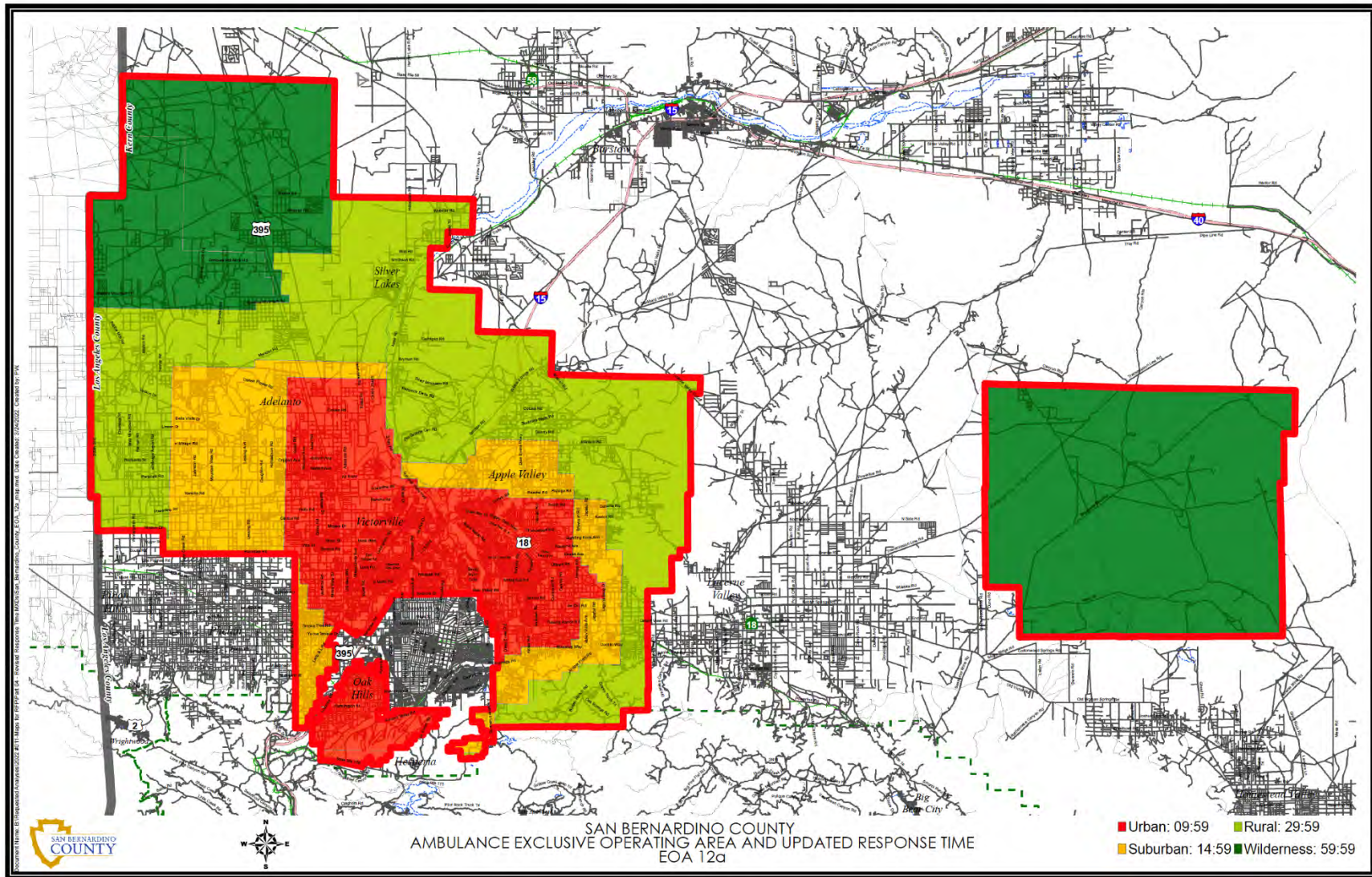
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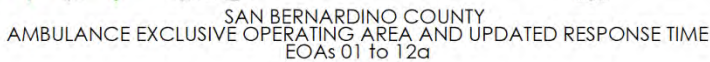
EOA 12a





## COMPREHENSIVE SERVICE AREA

Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County RFP#: ICEMA23-ICEMA-4811



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## EXHIBIT 3 - HISTORICAL CALL DATA

**Historical Computer Aided Dispatch (CAD) incident call data will be provided to all Proposers after receipt of a Letter of Intent.**

The chart below illustrates the four-years of call data for the Comprehensive Service Area.


| Calendar Year | 911 Responses | 911 Transports | IFT Transports | CCT Transports |
|---------------|---------------|----------------|----------------|----------------|
| 2021          | 183,455       | 111,556        | 30,228         | 3,261          |
| 2020          | 197,876       | 117,024        | 36,010         | 3,590          |
| 2019          | 184,492       | 123,692        | 43,281         | 3,561          |
| 2018          | 180,397       | 120,578        | 41,620         | 3,044          |

Call Volume in each Exclusive Operating Area (EOA) as reported in ICEMA Performance Reports.

| Emergency 911 Medical Requests in each EOA throughout the Comprehensive Service Area |                |                |                |                |
|--|----------------|----------------|----------------|----------------|
| Response Volume  | 2018           | 2019           | 2020           | 2021           |
| EOA 1 – West End Rancho Cucamonga and Upland   | 20,230         | 20,147         | 19,331         | 18,307         |
| EOA 2 – Montclair and Chino  | 9,739          | 9,904          | 9,729          | 6,914          |
| EOA 3 – Ontario and Chino Hills  | 17,882         | 18,681         | 18,387         | 16,757         |
| EOA 4 – Fontana and Lytle Creek  | 17,275         | 17,064         | 17,289         | 15,854         |
| EOA 5b – Unincorporated Rialto   | 284            | 242            | 275            | 192            |
| EOA 6 – San Bernardino   | 41,405         | 40,783         | 40,482         | 33,809         |
| EOA 7 – Grand Terrace  | 5,134          | 4,914          | 5,147          | 4,719          |
| EOA 8 – Redlands and Yucaipa   | 14,179         | 14,203         | 13,910         | 12,933         |
| EOA 9 – Loma Linda   | 2,738          | 2,619          | 2,604          | 2,545          |
| EOA 11 – San Bernardino Area   | 158            | 183            | 147            | 131            |
| EOA 12a – Victorville Area   | 35,362         | 35,852         | 35,374         | 31,997         |
| <b>TOTAL Volume</b>  | <b>164,386</b> | <b>164,592</b> | <b>162,675</b> | <b>144,158</b> |

## EXHIBIT 4 - CONTRACT TEMPLATE

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

|   |                        |
|---|------------------------|
|  | <b>Contract Number</b> |
|   | _____                  |
|   | <b>SAP Number</b>      |
|   | _____                  |
| <b>Inland Counties Emergency Medical Agency (ICEMA)</b>                           |                        |
| <b>Department Contract Representative</b>   | _____                  |
| <b>Telephone Number</b>   | _____                  |
| <b>Contractor</b>   | _____                  |
| <b>Contractor Representative</b>  | _____                  |
| <b>Telephone Number</b>   | _____                  |
| <b>Contract Term</b>  | _____                  |
| <b>Original Contract Amount</b>   | _____                  |
| <b>Amendment Amount</b>   | _____                  |
| <b>Total Contract Amount</b>  | _____                  |
| <b>Cost Center</b>  | _____                  |

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, San Bernardino County (County) desires to contract for ground ambulance services, interfacility and critical care transport (Services) for an Exclusive Operating Area (Comprehensive Service Area) as provided for in Section 1797.224 of the California Health and Safety Code; and

**WHEREAS**, the County conducted a competitive process in accordance with State law and County policy to find (Contractor) to provide these services, and

**WHEREAS**, the County finds Contractor qualified to provide ground ambulance services, interfacility and critical care transport services; and

**WHEREAS**, Title 22 of the California Code of Regulations, at Section 100168 of Division 9, Chapter 4, Article 7, requires a written agreement for Services; and

**WHEREAS**, County and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of Services; and

**WHEREAS**, Contractor's ambulance services shall be provided at the Basic Life Support (BLS) and Advance Life Support (ALS) level; and

**WHEREAS**, the County desires that such services be provided by Contractor and Contractor agrees to

perform these services as set forth below;

**NOW, THEREFORE**, the County and Contractor mutually agree to the following terms and conditions:

**DEFINITIONS**

**A.1** RFP Definitions are stated in Exhibit 17.

**CONTRACTOR RESPONSIBILITIES**

**B.1** The scope of work will be based on this RFP and selected Proposer's response.

**B.2** Specific EOA dispute, grievance, breach and emergency takeover provisions are stated in Attachment B.

**B.3** Reserved.

**GENERAL CONTRACT REQUIREMENTS**

**C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

**C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

**C.3 Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

**C.4 Contract Exclusivity**

This is an exclusive Contract for ground ambulance services within the Comprehensive Service Area. The County reserves the right to enter into a contract with other contractors for the same or similar services outside of the Comprehensive Service Area. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work or receive compensation other than on a per order basis, under the terms of this Contract.

**C.5 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

**C.6 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing Services. If requested by the County, Contractor shall provide the results of the background check of each individual to the County. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring

criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

**C.7 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

**C.8 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

**C.9 Compliance with County Policy**

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives, and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

**C.10 Confidentiality**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall execute and comply with the attached Business Associate Agreement (Attachment A). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

**C.11 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

**C.12 Reserved**

**C.13 County Representative**

The *ICEMA EMS Administrator* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this



Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract.

**C.14 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

**C. 15 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**C.16 Drug and Alcohol-Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

**C.16.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

**C.16.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

**C.16.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

**C.17 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

**C.18 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.19 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.20 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.21 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.22 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question, or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests,

attempt to reach a just and equitable solution satisfactory to both parties.

**C.23 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.24 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules, and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

**C.25 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

**C.26 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

**C.27 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

**C.28 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

**C.29 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

**C.30 Reserved**

**C.31 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

**C.32 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

**C.33 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

**C.34 Release of Information**

No news releases, advertisements, public announcements, or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

**C.35 Representation of the County**

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

**C.36 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

**C.37 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

**C.37.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

**C.37.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

**C.37.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities and C. General Contract Requirements.

**C. 38 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

**C.39 Reserved**

**C.40 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

**C.41 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

**C.42 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

**C.43 Former County Administrative Officials**

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or

members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

**C.44 Disclosure of Criminal and Civil Procedures**

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

**C.45 Copyright (This may need modification based on Proposer)**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material.

**C.46 Reserved**

**C.47 Reserved**

**C.48 Reserved**

**C.49 Reserved**

**C.50 California Consumer Privacy Act**

To the extent applicable, if Contractor is a business that collects the personal information of a



consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

#### **D. TERM OF CONTRACT**

This Contract is effective as of *\*date* and expires *\*date* but may be terminated earlier in accordance with provisions of this Contract.

#### **E. COUNTY RESPONSIBILITIES**

**E.1** Specific duties and responsibilities are those identified in the RFP and as a result of the Proposer’s response.

**E.2** Medical Control Authority over the EMS Area, System and Plan.

**E.3** Specific EOA dispute, grievance, breach and emergency takeover provisions are stated in Attachment B.

#### **FISCAL PROVISIONS**

**F.1** Compensation – As compensation for the services, equipment and materials furnished under this Contract, Contractor shall receive the following as full compensation:

1. Market rights as specified herein.
2. Income from fee for service billing and other reimbursement mechanisms as specified.

The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem.

**F.2** Exclusivity - In consideration for all of the services, equipment, materials, and supplies to be furnished by Contractor, the ICEMA Governing Board has designated Contractor as an exclusive provider of ambulance services within the geographical areas defined by this Agreement. The parties further agree that by such designation and through the other provisions for Contractor compensation incorporated herein, ICEMA has fulfilled any and all obligations it may have presently or at any time during the term of this Contract to compensate, reimburse, or otherwise pay Contractor for services provided to medically indigent patients. Nothing in this section shall affect County’s obligation to pay for services to medically indigent patients. Nothing in this Contract is intended to create any duty on the part of ICEMA to pay for ambulance or emergency medical services rendered to any individual.

#### **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

##### **G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and ICEMA and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, Including the acts, errors or omissions of any person and for any costs or expenses



incurred by the County or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's or ICEMA's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

#### **G.10 Insurance Review**

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

#### **G.11 Insurance Specifications**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

**G.11.2 Commercial/General Liability Insurance** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars

(\$5,000,000), per occurrence. The policy coverage shall include:

- Premises operations and mobile equipment.
- Products and completed operations.
- Broad form property damage (including completed operations).
- Explosion, collapse, and underground hazards.
- Personal injury.
- Contractual liability.
- \$10,000,000 general aggregate limit.

**G.11.3 Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars (\$5,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of ten million dollars (\$10,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

**G.11.4 Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

**G.11.5 Professional Liability** – Professional Liability Insurance with limits of not less than ten million (\$10,000,000) per claim

or

**Errors and Omissions Liability Insurance** – Errors and Omissions Liability Insurance with limits of not less than ten million (\$10,000,000) and twenty million (\$20,000,000) aggregate limits.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**G.11.6 Environmental Contracts -**

**Environmental Liability Insurance** with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**G.11.7 Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The

policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

**G.11.8 Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

## **H. SUCCESSORS AND ASSIGNS**

- H.1** This Contract shall be binding upon County and Contractor and their respective successors and assigns.
- H.2** Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Contract without the prior written consent and approval of County.

## **I. RIGHT TO MONITOR AND AUDIT**

- I. 1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- I.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.

## **J. CORRECTION OF PERFORMANCE DEFICIENCIES**

- J.1** Failure by Contractor to comply with any of the performance standards or requirements as stated in the RFP, and/or the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. Specific EOA dispute, grievance, breach and emergency takeover provisions are stated in Attachment B. If there is a conflict between any of the provisions within Attachment B and Exhibits 6 and 7, the provisions of Exhibits 6 and 7 shall control.
- J.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract: Consistent with the provisions in Attachment B, afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

## **NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United

States mail, postage prepaid, and addressed to the other party as follows:

*Inland Counties Emergency Medical Agency  
(ICEMA)  
1425 S. D St.  
San Bernardino, CA 92408*

*Contractor  
Address*

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

## **ENTIRE AGREEMENT**

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

## **M. ELECTRONIC SIGNATURES**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

*(Print or type name of corporation, company, contractor, etc.)*

►

\_\_\_\_\_  
, Chairman, Board of Supervisors

By ►

\_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Name \_\_\_\_\_

*(Print or type name of person signing contract)*

Title \_\_\_\_\_

*(Print or Type)*

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_

Deputy

Dated: \_\_\_\_\_

Address \_\_\_\_\_

**FOR COUNTY USE ONLY**

| Approved as to Legal Form    | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|------------------------------|----------------------------------|---------------------------------|
| ►<br>_____<br>County Counsel | ►<br>_____<br>Date _____         | ►<br>_____<br>Date _____        |

## ATTACHMENT A

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County [DEPARTMENT] (hereinafter Covered Entity) and [INSERT CONSULTANT NAME HERE] (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

#### RECITALS

**WHEREAS**, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

**WHEREAS**, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

**WHEREAS**, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

**WHEREAS**, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

**NOW THEREFORE**, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

#### A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.



5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.
6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

## **B. Obligations and Activities of BA**

### **1. Permitted Uses and Disclosures**

BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

### **2. Prohibited Uses and Disclosures**

- i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.
- ii. BA shall not use or disclose PHI for fundraising or marketing purposes.
- iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)
- iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

### **3. Appropriate Safeguards**

- i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives, maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]
- ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.
- iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

#### 4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

#### 5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

- i. Provide CE's Office of Compliance with the following information to include but not limited to:
  - a) Date the Breach or suspected Breach occurred;
  - b) Date the Breach or suspected Breach was discovered;
  - c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;
  - d) Number of potentially affected Individual(s) with contact information; and
  - e) Description of how the Breach or suspected Breach allegedly occurred.
- ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:
  - a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;
  - b) The unauthorized person who had access to the PHI;
  - c) Whether the PHI was actually acquired or viewed; and
  - d) The extent to which the risk to PHI has been mitigated.
- iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with

a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

- a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.
  - b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.
- iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

#### 11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310 and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

#### 12. Breach by the CE

Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

#### 13. Mitigation

BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

#### 14. Costs Associated to Breach

BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

- Postage
- Alternative means of notice
- Media notification
- Credit monitoring services

#### 15. Direct Liability

BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

#### 16. Indemnification

BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use,

access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

**17. Judicial or Administrative Proceedings**

CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

**18. Insurance**

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

**19. Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

**C. Obligations of CE**

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
  - i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
  - ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
  - iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

**D. General Provisions**

**1. Remedies**

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

**2. Ownership**

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

**3. Regulatory References**

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

**4. No Third-Party Beneficiaries**

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.



## ATTACHMENT B

### I. DISPUTE AND GRIEVANCE

- A) **Dispute Resolution** - ICEMA's duties shall include monitoring the operation of this Contract and ensuring that PROVIDER fulfills its obligations hereunder. In fulfilling this responsibility, ICEMA shall employ a staff member knowledgeable in issues concerning emergency medical services, emergency ambulance services and the terms of this Contract.
- B) **Performance Reports** - ICEMA shall review monthly and quarterly reports regarding PROVIDER's performance under the terms and conditions of this Contract and shall assess liquidated damages to be paid by PROVIDER, if any, as specified in this Contract and according to the terms hereof. Such reports shall include, but are not limited to, a summary report of all response time exemptions requested by PROVIDER. The reports shall provide a detailed explanation of all response time exception requests, which PROVIDER chooses to submit for consideration.
- C) **Disputes and Grievances** - ICEMA shall attempt to resolve disputes or grievances concerning Contract performance matters between PROVIDER and any city, fire district, public agency, consumer of service, and any other interested person or party. ICEMA shall not consider a dispute and grievance unless it concludes that the person or party filing said dispute and grievance has exhausted all other remedies, which are reasonably available.
- D) **Strike Notification** - PROVIDER shall notify ICEMA, local hospitals, and area EMS providers upon reasonable knowledge of a strike by PROVIDER's personnel. This notification shall occur as soon as the information becomes verifiable prior to the effective strike date. An action plan will be provided to ICEMA as soon as possible, but not more than twenty-four (24) hours following ICEMA notification. The action plan must be acceptable to ICEMA.
- E) **Strike Mitigation** - PROVIDER shall take every reasonable action necessary to prevent the strike from adversely affecting the provision of emergency medical services. In the event of a strike, ICEMA may exercise the "emergency take over" provision contained within the Contract until the PROVIDER can resume normal operations where (1) no action plan is provided and/or initiated by the PROVIDER; or (2) PROVIDER's action plan is unable to meet standards under this Contract. ICEMA will not unreasonably withhold acceptance of PROVIDER's action plan.
- F) **Minor Breach of Contract** - ICEMA shall also have the power to assess liquidated damages for PROVIDER's "minor breaches" of this Contract. "Minor breaches" shall mean failure to fulfill any of the terms and conditions of this Contract that do not amount to a major breach of the Contract, as delineated within Attachment B, Section II. A.: "Major Breach Definitions".
- G) **Appeal to ICEMA** - ICEMA's decisions in the matters referred to above may be appealed by PROVIDER to the ICEMA Governing Board, in writing within fifteen (15) calendar days of receipt of notice relative to decision. If no appeal is taken, ICEMA's decision is final. When such matters are appealed to the ICEMA Governing Board, the Chairperson shall conduct a hearing, consider such evidence, testimony, and argument as may be reasonably presented, and shall, within thirty (30) calendar days following the hearing, render written findings and decision to uphold, modify, or overturn the initial decision. The ICEMA Governing Board's decision shall be final. Notwithstanding this provision, PROVIDER may utilize the Dispute Resolution provisions as set forth in Attachment B, Section I. C.: "Disputes and Grievances" of this Contract for final resolution of such disputes.

### II. MAJOR BREACH AND EMERGENCY TAKEOVER PROVISIONS

**A. Major Breach Definitions** – Conditions and circumstances which, shall constitute a major breach of contract by the PROVIDER shall include the following:

1. Failure of the PROVIDER to operate its services in a manner which enables ICEMA and the PROVIDER to remain in compliance with the requirements of this Contract, or of the applicable federal, state and local laws, rules and regulations. Minor infractions of such requirements shall not constitute a major breach of this Contract. Once a takeover has been completed, ICEMA shall, as soon as reasonably possible, select a new ambulance provider, utilizing a competitive bid process.
2. If the PROVIDER is not successful in curing underperformance regarding Response Time as outlined below, it may be considered a Major Breach.
  - i. If the PROVIDER falls below 90<sup>th</sup> percentile in any EOA, a Liquidated Damage assessment of \$10,000 will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.
  - ii. If the PROVIDER fails to meet minimum response times in the same zone for a second consecutive month without adding the additional unit hours approved, a \$50,000 Liquidated Damage assessment will be applied. The PROVIDER will be required to add additional ambulance unit hours until compliance is achieved.
  - iii. If the PROVIDER is out of compliance in multiple zones more than three times in a year, a \$75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item number one (1). The PROVIDER will be required to add additional ambulance unit hours as a cure.
3. Falsification or intentional omission of data or information supplied to ICEMA, which affects or has the effect of enhancing PROVIDER's performance under this Contract.
4. Failure to report and comply when penalty provisions apply.
5. Failure to maintain in force throughout the term of this Contract, including any extensions thereof, the insurance coverage required herein.
6. Multiple or unmediated failures to correct any minor breach within a reasonable period of time after written notice from ICEMA.
7. Any act or omission of PROVIDER, which, in the reasonable opinion of the ICEMA Medical Director, poses a serious risk to public health and safety.
8. PROVIDER terminates its contract with the County for provision of indigent transport services.

**B. Notice to PROVIDER** - If it appears that any of the conditions or circumstances set forth above exists or has occurred, then the ICEMA Executive Director, in consultation with the ICEMA Medical Director, shall notify PROVIDER of such existence or occurrence. PROVIDER shall have a period of time, which shall be reasonable under the circumstances, to take appropriate remedial action to correct the deficiencies. PROVIDER and ICEMA staff shall attempt in good faith and with all reasonable effort to resolve the allegations between and among themselves without recourse to the other remedies available herein.

**C. Unresolved Allegation** - If an allegation of major breach has not been resolved under the above

provisions, the ICEMA Executive Director, in consultation with the ICEMA Medical Director, shall notify PROVIDER in writing and ICEMA shall immediately undertake an emergency takeover of PROVIDER's operations pursuant to the provisions herein.

- D. ICEMA Discretion** - If ICEMA finds that only a minor breach has occurred, or that a major breach has occurred but the public health and safety would not be endangered by allowing PROVIDER to continue its operations, then ICEMA may require other actions, short of termination and takeover, as it deems appropriate under the circumstances.

**E. ICEMA Governing Board Hearing**

1. After PROVIDER is given reasonable notice of Minor Breach, and PROVIDER has not taken appropriate remedial action to correct the deficiency, the ICEMA Governing Board shall hold a hearing upon the ICEMA Executive Director's or EMS Administrator's recommendations. The ICEMA Governing Board shall receive and consider any additional information and evidence on the matter which PROVIDER or others may wish to present, and determine whether a major breach of this Contract has occurred and whether said breach is such that the public health and safety would be endangered by allowing PROVIDER to continue its operations under this Contract. If the ICEMA Governing Board finds that a major breach has occurred and PROVIDER has failed to cure the deficiency, it shall declare this Contract termination and commence action to affect an immediate takeover by ICEMA of PROVIDER's operations.
2. If the Governing Board finds that only a minor breach has occurred, or that a major breach has occurred but that allowing PROVIDER to continue its operations would not endanger the public health and safety, the ICEMA Governing Board may take such other actions, short of termination and takeover, as it deems appropriate under the circumstances.

- F. Expedited Hearing Process** - If, in the judgment of the ICEMA Executive Director or EMS Administrator, it appears a condition or circumstance of major breach exists or has occurred and that such condition or circumstance presents an immediate danger to the public health and safety, the ICEMA Executive Director, after giving notice to PROVIDER, may take the matter directly and immediately to the Governing Board for its determination under the above provisions.

- G. Notice of Default** - Pursuant to the above provisions, ICEMA shall have the right to terminate, cancel, or takeover services provided under this Contract or to pursue any appropriate legal remedy in the event of a major breach. In such Instance, ICEMA shall provide written notice to PROVIDER specifying the date and time of intended termination or takeover.

- H. Emergency Takeover** - Without limiting ICEMA's rights as set forth herein, in the event ICEMA determines that a major breach, actual or threatened, has or will occur, or that another event has or will occur that prevents performance, and if the nature of the breach or inability to perform is, in the reasonable opinion of the ICEMA Executive Director, such that public health and safety are endangered, and after PROVIDER has been given notice and an opportunity deemed reasonable by the ICEMA Executive Director to correct the deficiency (which notice may be less than 30 days, depending on the circumstances and gravity of the breach), the matter may be presented to the Governing Board. If the Governing Board concurs that (1) a breach has occurred, (2) the PROVIDER has failed to cure the breach, and (3) that the health and safety would be endangered by allowing PROVIDER to continue its operations, PROVIDER shall cooperate fully with ICEMA to affect an immediate takeover by ICEMA of PROVIDER's EOA. Such takeover may be affected at any time after action by the Governing Board or within such time period as the Governing Board deems to be appropriate. In the event of an emergency takeover, the County, at its sole option, will have complete

ability to replace the contractor's management team with County selected leadership and assume management and control over Contractor's personnel, equipment and facilities to continue ambulance operations. This does not apply upon expiration or earlier termination of the contract pursuant to the terms of the contract. County's full use of the personnel, equipment and facilities will continue until a replacement provider for the Comprehensive Service Area is selected through the applicable procurement process.

#### **I. Takeover Cooperation**

1. If PROVIDER disputes any such finding of major breach through litigation, such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the ICEMA.
2. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of public health and safety, and any legal dispute concerning the finding that a major breach has occurred shall be initiated and shall take place only after the emergency takeover has been completed, and shall not under any circumstances, delay the process of the emergency takeover by ICEMA.
3. PROVIDER's cooperation with and full support of such emergency takeover shall not be construed as acceptance by the PROVIDER of the finding of major breach, and shall not in any way jeopardize PROVIDER's right to recovery should a court later find that declaration of major breach was made in error. However, failure on the part of the PROVIDER to cooperate fully with ICEMA to effect a safe and smooth takeover of operations shall itself constitute a major breach of this Contract, even if it was later determined that the original declaration of major breach was made in error.
4. The ICEMA Governing Board shall be the final authority for ICEMA.

## EXHIBIT 5 - PROPOSER SCORING SHEET

### Proposer Minimum Qualification Sheet

To qualify for evaluation by the Proposal Review Committee (Committee), a Proposer must meet the following minimum qualifications with a YES score in all categories.

#### Proposal Meets Minimum Qualifications YES/NO

| Category  | YES | NO |
|---|-----|----|
| Organizational Experience   |     |    |
| Key Leadership Experience   |     |    |
| Reference Letters   |     |    |
| Financial Condition   |     |    |
| Legal History   |     |    |
| Evidence of Insurance   |     |    |
| Evidence of Ability to Provide Performance Bond or Irrevocable Letter of Credit |     |    |

## Proposal Review Committee Instructions

A Proposal review committee chosen by the County, shall review, rate, and rank all proposals based on criteria identified in this Request for Proposals (RFP).

In selecting an exclusive provider, the Committee shall review the following considerations:

- (1) The quality of the service to be provided,
- (2) The level of service to be provided,
- (3) The rates charged to the public for services provided,
- (4) Documented evidence of ability to work effectively with local agencies,
- (5) Evidence of expertise, capability, and capacity to provide for or arrange for ambulance services as described in the RFP,
- (6) The financial stability of service to be provided,
- (7) The effect Proposer's wages, benefits, shift schedules and expected productivity will have on the Proposer's ability to attract and retain experienced personnel, especially the existing employed Paramedics and Emergency Medical Technicians (EMTs) in San Bernardino County.

Committee participants will receive a copy of all submitted proposals, along with a Proposer Scoring Sheet to rate each proposal based on the information provided, to evaluate the response against the RFP criteria.

The Evaluator Rating Descriptions provide direction for scoring each of the Scope of Work items and Special Provisions within the RFP. The Committee participants should mark the column that best represents the rating for each section. Individual Committee members will remain confidential. It is likely the scores will be aggregated and shared in the final process.

## Evaluation Guide

- (1) Does the Proposer provide complete responses in accordance with the RFP specifications?
- (2) Does the Proposer demonstrate relevant experience to conduct the scope of work outlined in this RFP?
- (3) Does the Proposer demonstrate knowledge of state and local standards required for this procurement?
- (4) Does the Proposer adequately address all portions of the scope of work described in this RFP?
- (5) Does the proposal clearly explain the roles each person assigned to the project will have in connection with the RFP?
- (6) Do the individuals assigned to the project possess relevant education, training, and experience to perform their roles in the scope of work?
- (7) Does the proposal sufficiently describe the Proposer's plan for meeting the reporting requirements described in this RFP?
- (8) Does the proposed ambulance rate accurately reflect the Proposer's effort to meet requirements and objectives?
- (9) Does the proposed Operating and Start-up Budget demonstrate an understanding of and adhere to the requirements described within this RFP?



Proposer Name: \_\_\_\_\_

Evaluator Number: \_\_\_\_\_ Date: \_\_\_\_\_

| Rating                        | Description   | Points Awarded |
|-------------------------------|---|----------------|
| <b>Excellent</b>              | The proposal successfully addresses all relevant aspects of the element being evaluated and provides clear examples of how they will accomplish this requirement. Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification. | <b>100%</b>    |
| <b>Very Good</b>              | The proposal addresses the element well; although there may be some inconsistency in the examples provided, all requirements are addressed. Good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.  | <b>80%</b>     |
| <b>Minimally Satisfactory</b> | The proposal addresses the element adequately; although limited examples are provided, and certain requirements are not completely addressed. Average probability of success, however some objectives may be met in a minimally sufficient manner.  | <b>60%</b>     |
| <b>Fair</b>                   | The proposal broadly addresses the element; however, details are missing and there are significant weaknesses that would need additional clarification or justification concerning meeting the overall criterion. Has a reasonable probability of success, however, some objectives may not be met.   | <b>40%</b>     |
| <b>Poor</b>                   | The proposal has inherent weaknesses concerning the element being evaluated and does not materially support the criterion and falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per the RFP   | <b>20%</b>     |
| <b>No Response</b>            | The Proposer did not provide information related to this scoring element.   | <b>0%</b>      |

| Evaluator Rating   |           |           |                        |      |      |             |                       |                                    |
|--|-----------|-----------|------------------------|------|------|-------------|-----------------------|------------------------------------|
| SECTION IV – SCOPE OF WORK AND SCORING CRITERIA<br>Scope of Work and Special Provisions are outlined in the RFP. The sections are provided as a guide.   | Excellent | Very Good | Minimally Satisfactory | Fair | Poor | No Response | Total Points per Item | Total Points Possible per Category |
| <b>4.2 System Requirements</b>   |           |           |                        |      |      |             |                       | <b>5</b>                           |
| System Requirements:<br>A. Commission of Accreditation of Ambulance Services (CAAS)<br>B. System Monitoring FirstWatch Surveillance Platform<br>C. Contractor Support of County Compliance Contract Management |           |           |                        |      |      |             | 5                     |                                    |
| <b>4.3 Response Time Standards</b>   |           |           |                        |      |      |             |                       | <b>30</b>                          |
| A. Response Time Standards   |           |           |                        |      |      |             | 30                    |                                    |
| <b>4.4 Clinical Performance Standards</b>  |           |           |                        |      |      |             |                       | <b>40</b>                          |
| A. Clinical Performance Standards  |           |           |                        |      |      |             | 40                    |                                    |
| <b>4.5 Ambulance Deployment and System Status Plan</b>   |           |           |                        |      |      |             |                       | <b>50</b>                          |
| B. Ambulance Deployment Requirements   |           |           |                        |      |      |             | 45                    |                                    |
| C. Standby and Special Events  |           |           |                        |      |      |             | 5                     |                                    |
| <b>4.6 Vehicles</b>  |           |           |                        |      |      |             |                       | <b>15</b>                          |
| A. Ambulance Requirements<br>B. Support Vehicle Requirements   |           |           |                        |      |      |             | 5                     |                                    |
| C. Vehicle Maintenance Program<br>D. Vehicle Safety Program  |           |           |                        |      |      |             | 10                    |                                    |
| <b>4.7 Medical Supplies and Equipment</b>  |           |           |                        |      |      |             |                       | <b>10</b>                          |
| A. Medical Supplies and Equipment  |           |           |                        |      |      |             | 10                    |                                    |
| <b>4.8 Personnel</b>   |           |           |                        |      |      |             |                       | <b>95</b>                          |
| A. Workforce and Diversity   |           |           |                        |      |      |             | 5                     |                                    |
| B. Ambulance Work Schedules and Conditions   |           |           |                        |      |      |             | 5                     |                                    |
| C. Stations and Field Sub-Stations   |           |           |                        |      |      |             | 5                     |                                    |
| D. Compensation/Benefits<br>E. Treatment of Incumbent Worker   |           |           |                        |      |      |             | 15                    |                                    |

|   |  |  |  |  |  |  |    |           |
|---|--|--|--|--|--|--|----|-----------|
| F. Ambulance Staffing   |  |  |  |  |  |  | 5  |           |
| G. Management and Supervision                                   |  |  |  |  |  |  | 40 |           |
| H. Employee Safety and Wellness                                 |  |  |  |  |  |  | 5  |           |
| I. Critical Incident Stress Resilience Program                  |  |  |  |  |  |  | 5  |           |
| J-M. Training and Continuing Education and Training Records     |  |  |  |  |  |  | 10 |           |
| <b>4.9 Hospital and Community Requirements</b>                  |  |  |  |  |  |  |    | <b>15</b> |
| A. Hospital and Technology Interface                            |  |  |  |  |  |  | 5  |           |
| B. Community Involvement  |  |  |  |  |  |  | 10 |           |
| <b>4.10 Disaster Preparedness/Response</b>                      |  |  |  |  |  |  |    | <b>20</b> |
| A. Multi-Hazard Disaster and Multi-Casualty Plans               |  |  |  |  |  |  | 10 |           |
| B. Disaster Reimbursement                                       |  |  |  |  |  |  | 5  |           |
| C. Mutual Assistance  |  |  |  |  |  |  | 5  |           |
| <b>4.11 Quality Management</b>                                  |  |  |  |  |  |  |    | <b>50</b> |
| A. Quality Improvement Program Requirements                     |  |  |  |  |  |  | 40 |           |
| B. Inquiries, Complaints, and Incident Report                   |  |  |  |  |  |  | 10 |           |
| <b>4.12 Electronic Patient Care Report</b>                      |  |  |  |  |  |  |    | <b>15</b> |
| A. Electronic Patient Care Report (ePCR)                        |  |  |  |  |  |  | 15 |           |
| <b>4.13 Centralized Emergency Medical Dispatch (EMD) Center</b> |  |  |  |  |  |  |    | <b>25</b> |
| A. Emergency Medical Services (EMS) Dispatch                    |  |  |  |  |  |  | 25 |           |
| <b>4.14 Financial and Administrative Requirements</b>           |  |  |  |  |  |  |    | <b>50</b> |
| A. Patient Fees   |  |  |  |  |  |  | 25 |           |
| B. Budget and Fiscal Sustainability                             |  |  |  |  |  |  | 15 |           |
| C. Billing and Collections System                               |  |  |  |  |  |  | 5  |           |
| D. Financial Hardship   |  |  |  |  |  |  | 5  |           |
| <b>4.15 Future System Enhancements</b>                          |  |  |  |  |  |  |    | <b>10</b> |

|  |  |  |  |  |  |  |   |     |
|--|--|--|--|--|--|--|---|-----|
| A. Collaboration with system partners to Enhance the EMS System                    |  |  |  |  |  |  | 5 |     |
| B. Innovation Solutions to Mental Health Response and Alternate Transport Services |  |  |  |  |  |  | 5 |     |
| <b>Total Score</b>   |  |  |  |  |  |  |   | 430 |

## EXHIBIT 6 - RESPONSE TIMES AND LIQUIDATED DAMAGES

The goal of the Inland Counties Emergency Medical Agency (ICEMA) is to ensure a high-performance Emergency Medical Services (EMS) system. This Request for Proposals (RFP) represents a system that expects the Contractor to perform. The Contractor must commit to employing whatever effort is necessary to achieve the Response Time requirements for ambulance service requests within the Comprehensive Service Area.

Ambulance Response Time standards are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient situation. There are eleven (11) Exclusive Operating Areas (EOAs) in the Comprehensive Service Area, and Response Times are based on population density and historical call volume. The Contractor will be required to meet all response times at the 90th percentile in each of the eleven (11) EOAs. ICEMA will require the Contractor to implement a performance improvement plan that includes a root cause analysis for any EOA falling below 90%. ICEMA believes all attempts to comply with Response Time requirements, including system status plan adjustments or increased ambulance unit hours, need to be part of a corrective action plan.

Response Time compliance will be measured monthly.

### A. 911 Response Time Standards

- (1) Response Times are based on call prioritization as determined by the ICEMA Medical Director.

Code 3 Responses - Immediate dispatch of an Advanced Life Support (ALS) ambulance with lights and siren.

Code 2 Responses - Immediate dispatch of a Basic Life Support (BLS) ambulance, with no lights and siren.

- (2) The Contractor must meet response times for ALS and BLS requests at the 90th percentile in each of the eleven (11) EOAs, and for response areas as illustrated in the chart below.

| Response Type | Urban Response | Suburban Response | Rural Response | Wilderness Response |
|---------------|----------------|-------------------|----------------|---------------------|
| Code 3 ALS    | 9:59           | 14:59             | 29:59          | 59:59               |
| Code 2 BLS    | 15:59          | 22:59             | 44:59          | 99:59               |

- (3) Extended Response Time: Response Time over ten (10) minutes shall be considered an Extended Response. ICEMA will require the Contractor to audit all Extended Responses to identify the root cause and review the patient's ePCR to determine if any negative outcome may be attributed to the Extended Response. Extended Responses shall be reported to ICEMA along with any planned corrective action.

### B. Interfacility Transport (IFT) and Critical Care Transport (CCT)

- (1) Interfacility and Critical Care Transports are measured separately at the 90th percentile standard.

| Response Term                              | Compliance Standard              |
|--|----------------------------------|
| Emergency ALS IFT                          | 09:59 minutes                    |
| Non- Emergency Pre-Scheduled IFT > 2 hours | +/- 15 minutes of scheduled time |
| CCT  | 59:59 minutes                    |

C. Response Time Management

- (1) The FirstWatch On-line Compliance Utility (OCU) is the program ICEMA currently utilizes to monitor its EOA providers. OCU will calculate all Contractor Response Times. Response Times will be measured in minutes and integer (whole) seconds, and compliance will be calculated on a fractile basis.
- (2) ICEMA will calculate response time compliance for each EOA and each response area (urban, suburban, rural and wilderness) and each response level (Code 3 and Code 2). ICEMA will publish a compliance report within ten (10) business days following the end of each month.
- (3) Each incident is a separate response.
- (4) The Response Time of the Contractor's first arriving ambulance will be used to compute the Contractor's Response Time for that incident. This includes an ambulance response from an entity requested to provide Mutual Aid for the Contractor.
- (5) Compliance will not be calculated until an EOA achieves at least 100 calls at the end of the month. If there are less than 100 calls in an EOA, calls are added to the next month or months until the 100 calls have been reached or exceeded.
- (6) Emergency ALS IFTs shall be treated as a 911 ALS emergency call. This emergency IFT is for patients requiring rapid transport to a higher lever specialty care center (Trauma Center, Stroke and STEMI hospital). Emergency ALS IFTs are calculated as part of the total 911 Response Time compliance category.
- (7) Non-emergency IFT is for non-emergency patients transported between facilities. Non-emergency IFTs have a response time of no greater than fifteen (15) minutes after the scheduled time for transport if the transport is scheduled at least two hours prior. IFT responses will be totaled monthly and calculated to the 90% standard.
- (8) CCT is for patients requiring a higher level of care between licensed healthcare facilities. This transport category shall have a Response Time of fifty-nine minutes and fifty-nine seconds (59:59) from the request time. If a CCT is pre-scheduled as a non-emergency transport, the non-emergency IFT Response Time requirement will be applied. CCT responses will be totaled monthly and calculated to the 90% standard.

D. Calculation of Response Time

- (1) Response Time shall begin at the time the following information, at a minimum, is transmitted to the assigned ambulance crew:
  - i. Call priority
  - ii. Exact address or descriptive location such as building or landmark
  - iii. If no ambulance is available when the dispatcher is ready to dispatch an ambulance, the ambulance Response Time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.
- (2) Response Time shall stop when:
  - i. The assigned ambulance notifies dispatch that it is "on-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident; or
  - ii. In the instance of a response to an apartment complex or mobile home park when the unit enters the complex; or
  - iii. In the event, "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area; or
  - iv. The time that dispatch notifies the assigned ambulance to cancel its response.



- (3) In incidents when the assigned ambulance crew fails to report their arrival on-scene, the time of the subsequent radio communication from the crew or other personnel that indicate that the ambulance arrived on-scene shall be used as the on-scene time. The Contractor may also validate on-scene time by MDC timestamp as documented in CAD or AVL playback.

E. Calculating Response Times - Changes in Call Priority

Response Time calculations to determine compliance with Contract standards and penalties for non-compliance shall be as follows:

- i. Downgrades – If a call is downgraded to a lower priority before the ambulance arrives at the scene, the Contractor's compliance will be calculated based on whether the higher priority Response Time standard was exceeded at the time of the downgrade.
- ii. Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident before the ambulance arrives at the scene, the Contractor shall be deemed compliant, provided the upgrade, or change in priority does not occur after the passage of the lower priority Response Time threshold.
- iii. Reassignment Enroute – If an ambulance is reassigned enroute or turned around before arriving at the scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the Response Time standard applicable to the assigned priority of the initial response. The Response Time clock will not stop until the arrival of an ambulance at the scene from which the ambulance was diverted.
- iv. Canceled Calls – If an assignment is canceled before the ambulance arrives at the scene, compliance will be calculated based on the elapsed time from dispatch to when the call was canceled.

F. Response Time Correction Exception

- (1) When the assigned ambulance crew fails to report their arrival at the scene, the time of the subsequent radio communication from the crew or other personnel on-scene indicates to dispatch the ambulance has arrived on-scene shall be used as the arrival time. Alternatively, at scene time may be validated by the Computer Aided Dispatch (CAD) timestamp or Global Positioning System (GPS) based on the Automatic Vehicle Location (AVL) playback.
- (2) In some cases, specific responses will be excepted by ICEMA and deemed as compliant responses for Response Time compliance. These Exceptions will be for good cause only, as reasonably determined by ICEMA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.
- (3) The Contractor shall file a request for each desired Response Time correction or Exception via OCU following [ICEMA policy](#). Such requests list the date, time, and specific circumstances causing the delayed response. ICEMA will respond to time correction requests utilizing OCU. Examples of Exceptions include but are not limited to:
  - i. Automatic Appeals (to be granted by ICEMA):
    - a. The call was downgraded at the scene by responders or by the dispatcher following protocol and is Response Time compliant.
    - b. The call was upgraded and is Response Time compliant.
    - c. Response canceled before the unit arrived at the scene; must provide evidence that call was canceled within required Response Time.

- ii. Case-by-Case Appeals (to be considered by ICEMA):
  - a. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to when the ambulance arrived at the unpaved road.

G. Response Time Exemptions

- (1) The Contractor shall maintain the ambulance unit hours as identified in their submitted and approved system status plan. The plan may include deploying additional unit hours for holidays, special events, and weather-related emergencies.
- (2) Exemptions will only be considered when the Contractor deploys the minimum number of ambulance unit hours specified in the approved system status plan.
- (3) In the monthly calculation of Response Time compliance, every request for ambulance service within the Comprehensive Service Area shall be included except in some cases, late and specified other responses will be excluded from Response Time compliance calculations. These Exemptions will be for good cause only, as reasonably determined by ICEMA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor.
- (4) The Contractor may request that a response be excluded from the calculation of Response Time if that call meets the criteria defined below. The Contractor shall file a request for each desired Response Time Exemption utilizing the OCU program. ICEMA shall grant or deny exemptions to performance standards and advise the Contractor. ICEMA will respond to Exemption requests using OCU.

Examples of Exemptions include, but are not limited to:

- i. Automatic Appeals (to be granted by ICEMA):
  - a. Additional ambulances responding to the same incident; the first unit must meet Response Time standard; and
  - b. The responding ambulance is involved in a traffic collision, and the Contractor is determined to be not at fault by law enforcement.
- ii. Case-by-Case Appeals (to be considered by ICEMA):
  - a. Extreme weather conditions that impair visibility or create other unsafe driving conditions
  - b. Incorrect address provided by the requesting party
  - c. An unavoidable delay caused by road construction
  - d. Restricted roadway access
  - e. Ambulance Patient Offload Delay (APOD) delays greater than sixty (60) minutes in transferring care to a hospital emergency department and  $\geq 5\%$  deployed ambulances on APOD impacting System Status Plan in accordance with ICEMA Policy [8100](#). It will be the Provider's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of the call through time unit available).
  - f. Activation of Multi-Casualty Incident (MCI) Management Plan and  $\geq 5\%$  of the current deployment is requested to the incident.
  - g. All other exemption requests shall be for good cause only, as determined by ICEMA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is a good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing excessive response times.

#### H. Response Time Reporting Requirements

- (1) Response Time performance reporting requirements and documentation of incident time shall include, but is not limited to:
  - i. Time call received by Contractor,
  - ii. Time location verified,
  - iii. Time ambulance crew assigned,
  - iv. Time enroute to the scene,
  - v. Arrival on-scene time,
  - vi. Arrival at patient's side,
  - vii. Total at scene time,
  - viii. Time enroute to transport destination
  - ix. Total time to transport to the destination,
  - x. Arrival time at the destination,
  - xi. Time of patient transfer to receiving hospital personnel (transfer of care); and,
  - xii. Time available (Time unit is back in services and available for response).
- (2) These reporting requirements may change. ICEMA agrees to meet and confer with the Contractor over such changes. If reporting requirements are modified and the Contractor demonstrates an associated financial impact, ICEMA agrees to meet and confer with the Contractor over that impact and cost or revenue mitigation.
- (3) The Contractor must synchronize all its clocks with Coordinated Universal Time (UTC).

#### I. Liquidated Damages

ICEMA may assess Liquidated Damages if a Response Time percentage falls below the 90% performance requirement in any EOA. In addition, the Contractor will be required to conduct a comprehensive performance improvement process any time performance is below 90%. The Contractor will be required to submit the performance improvement report to ICEMA within fifteen (15) days following the identification of underperformance. ICEMA will review and provide further recommendations as necessary. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

- (1) If the Contractor falls below 90<sup>th</sup> percentile in any EOA, a Liquidated Damage assessment of \$10,000 will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.
- (2) If the Contractor fails to meet minimum response times in the same zone for a second consecutive month without adding the additional unit hours approved, a \$50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.
- (3) If the Contractor is out of compliance in multiple zones more than three times in a year, a \$75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item number one (1). The Contractor will be required to add additional ambulance unit hours as a cure.
- (4) If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.
- (5) The Contractor may be assessed Liquidated Damages if there is a single Extended Response greater than ten minutes (10:00) beyond the maximum response time requirement. The chart below illustrates Liquidated

Damages that ICEMA may assess.

| Extended Response Times |         |          |         |            |                    |
|-------------------------|---------|----------|---------|------------|--------------------|
| Priority Level          | Urban   | Suburban | Rural   | Wilderness | Liquidated Damages |
| Code 3                  | >19:59  | > 24:59  | > 39:59 | >69:59     | \$500              |
| Code 2                  | > 25:59 | > 32:59  | > 54:59 | >109:59    | \$500              |

- (6) Example of Extended Response: An Urban response requirement of 9:59 has an on-scene time greater than 19:59 (minutes and seconds). The provider will be assessed and pay liquidated damages of \$500.00 for being over ten (10) minutes late on that one (1) response. ICEMA will require the Contractor to audit all Extended Responses for root cause and conduct a quality improvement review to determine if any negative outcome may be attributed to the extended response. Audit requirements include, but are not limited to:
- i. Conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.
  - ii. Conduct 100% review (Clinical and Operations) on Extended Response calls.

J. Additional Liquidated Damages

| Additional Penalty Assessment (per incident)   |       |
|--|-------|
| A preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with county-approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.) | \$500 |
| Failure of the crew to report response times on-scene and the on-scene time is not verifiable by other pre-agreed reliable means such as GPS.  | \$250 |

K. Payments and Use of Liquidated Damage Funds

- (1) ICEMA will make the final Liquidated Damage determination based on this section and inform the Contractor of the monthly incidents and penalties. The Contractor shall pay ICEMA all Liquidated Damages within thirty (30) days of receipt of the notification. A five percent (5%) late payment charge will be assessed monthly on any payment made after the due date. The Contractor will pay all penalty assessments to ICEMA.
- (2) Liquidated Damages collected will be utilized for EMS system enhancements and community outreach.

L. Phase-In Period

For the first three (3) months of the contract, Response Time requirements shall be calculated; however, Liquidated Damages will not be assessed. The phase-in-period allows for adjustments in the system status management plan. Plan modifications must be submitted for approval by ICEMA.

## EXHIBIT 7 - CLINICAL PERFORMANCE STANDARDS, EXEMPTION AND LIQUIDATED DAMAGES

### **Clinical Performance Measures:**

#### Participation in State and National Benchmarking

ICEMA will require the submission of data consistent with Health and Safety (H&S) Code 1797.227 that would allow the County to participate in programs such as California EMS System Core Quality Core Measures Project, Cardiac Arrest Registry for Enhanced Survival (CARES), National Emergency Medical Services Quality Alliance (NEMSQA: formerly Emergency Medical Services [EMS] Compass), and Mission: Lifeline.

#### Inland Counties Emergency Medical Agency (ICEMA) EMS Clinical Performance Measures

ICEMA requires the Proposer to describe how they will conform to jointly developed Clinical Performance Standards based on the measures listed below. The proposal may contain additional Clinical Performance Standards. The agreed upon Clinical Performance Standards will become part of the contract. It is understood, due to the nature of Clinical Performance Standards, a phase-in period may be necessary, and measures may not be completely defined at the beginning of the contract, but will be based on the [ICEMA Policy and Protocol Manual](#), state regulations and current best practice. These may include assessment, treatment, communication, transport, and documentation such as:

#### Assessment

- Blood Glucose measurement for patients with altered neurological function,
- 12-lead ECG obtained in patients with chest pain of suspected cardiac etiology,
- Injured patients assessed for pain,
- Estimate weight for pediatric patients.

#### Treatment

- Aspirin administered for chest pain of suspected cardiac etiology,
- Glucose or glucagon administered for hypoglycemia,
- Benzodiazepine administered for status epilepticus,
- Nitroglycerin administered for acute pulmonary edema,
- Albuterol administered for symptomatic asthma or Chronic Obstructive Pulmonary Disease (COPD),
- Pain management (pharmacologic or non-pharmacologic) if pain scale >2,
- End-tidal CO<sub>2</sub> measured on every successful endotracheal intubation.

#### Communication and Transport:

- Prearrival hospital notification for stroke, ST-Elevation Myocardial Infarction (STEMI), or major trauma,
- Direct transport of a patient with a suspected stroke, STEMI, or meeting trauma triage criteria to appropriate designated specialty care center.

#### Documentation:

- For refusal of care or transport, documentation that patient has decisional capacity,
- Documentation of stroke scale assessment and time last known well for patients with stroke.



## Summary of ICEMA EMS Clinical Performance Standards

The chart below summarizes the background and derivation of the Clinical Performance Standards.

|  | CA Core Measures <sup>1</sup> | NEMSQA <sup>2</sup> | Mission: Lifeline <sup>3</sup> | GAMUT <sup>4</sup> | Meyers et al <sup>5</sup> | TQIP <sup>6</sup> |
|--|-------------------------------|---------------------|--------------------------------|--------------------|---------------------------|-------------------|
| <b>Assessment</b>  |                               |                     |                                |                    |                           |                   |
| Blood Glucose measured for Altered Mental Status                         | X                             | X                   |                                | X                  | X                         |                   |
| 12-lead Electrocardiogram (ECG) for chest pain                           |                               |                     | X                              |                    |                           |                   |
| Injured patients assessed for pain                                       |                               | X                   |                                |                    |                           |                   |
| Pediatric weight estimation  |                               | X                   |                                |                    |                           |                   |
| <b>Treatment</b>   |                               |                     |                                |                    |                           |                   |
| Aspirin for chest pain   | X                             |                     | X                              |                    | X                         |                   |
| Nitroglycerin Sublingual Tablets (NTG) for chest pain or pulmonary edema |                               |                     |                                |                    | X                         |                   |
| Glucose given for hypoglycemia   | X                             | X                   |                                |                    |                           |                   |
| Benzodiazepine for status epilepticus                                    |                               | X                   |                                |                    | X                         |                   |
| Albuterol for asthma or COPD   | X                             |                     |                                |                    | X                         |                   |
| Treatment of pain if >2/10   |                               | X                   |                                |                    |                           |                   |
| End-tidal CO2 for Endotracheal Intubation (ETI)                          |                               |                     |                                |                    |                           |                   |
| <b>Communication</b>   |                               |                     |                                |                    |                           |                   |
| Pre-arrival hospital notification for stroke, STEMI, or major trauma     | X                             |                     | X                              |                    |                           |                   |
| <b>Transport</b>   |                               |                     |                                |                    |                           |                   |

|   |   |   |   |  |   |   |
|---|---|---|---|--|---|---|
| Stroke, STEMI, or major trauma to specialty care center | X | X | X |  | X | X |
|---|---|---|---|--|---|---|

**Additional Suggested Measures (for consideration by Proposer)**

- Medication Errors - Total annual or rate
- Ambulance accidents – Response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses (clinical error that does not result in an adverse patient outcome)
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys

**Measurement of Clinical Performance**

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing the level of effort is necessary to achieve the agreed-upon Clinical Performance Standards. As identified in the RFP, there are specific timelines for these to be developed in collaboration with ICEMA. It is understood that adequate time is being provided to determine a baseline measurement for each of the ongoing performance standards. The Contractor shall ensure EMS personnel are trained to current ICEMA standards in a manner consistent with this goal. Below are examples of Clinical Performance Measures used to indicate performance throughout EMS systems.

| Example of Clinical Performance Standards | Emergency Medical Dispatch (EMD)   | Basic Life Support (BLS)  | Advanced Life Support (ALS)  | 911 Receiving Hospital  | Specialty Care  |
|---|--|---|--|---|---|
| Cardiac Arrest                            | <ol style="list-style-type: none"> <li>1. Identification of cardiac arrest</li> <li>2. High Priority Dispatch</li> <li>3. Instructions for chest compressions</li> </ol> | <ol style="list-style-type: none"> <li>1. Confirm pulselessness</li> <li>2. Cardiopulmonary Resuscitation (CPR)</li> <li>3. Automated External Defibrillator (AED)</li> </ol> | <ol style="list-style-type: none"> <li>1. Cardiac Monitor</li> <li>2. Vascular access</li> <li>3. Medications</li> <li>4. ECG if ROSC</li> </ol> |   | <ol style="list-style-type: none"> <li>1. ECG if Return of Spontaneous Circulation (ROSC)</li> <li>2. Primary Percutaneous Coronary Intervention (PCI) for STEMI</li> <li>3. Targeted Temperature Management</li> </ol> |
| Chest Pain - Non traumatic                | <ol style="list-style-type: none"> <li>1. Determine call acuity level</li> </ol>   | <ol style="list-style-type: none"> <li>1. Assess Vital Signs</li> <li>2. Administer O2, titrate SpO2 to &gt; 94%</li> </ol>   | <ol style="list-style-type: none"> <li>1. Cardiac monitor</li> <li>2. 12-Lead ECG</li> <li>3. Acetylsalicylic Acid (ASA)</li> </ol>              | <ol style="list-style-type: none"> <li>1. 12-lead ECG within 10 minutes of arrival</li> </ol> | <ol style="list-style-type: none"> <li>1. 12-lead ECG within 10 minutes of arrival</li> </ol>   |

|                               |                           |  |   |  |  |
|-------------------------------|---------------------------|--|---|--|--|
| Shortness of Breath           | 1. Identify high priority | 1. O2<br>2. Assess   | 1. Assess O2<br>2. Albuterol for asthma/COPD<br>3. NTG for Pulmonary Edema                  |  |  |
| Altered Neurological Function | 1. Identify high priority | 1. Assess vital signs<br>2. SpO2<br>3. Blood glucose<br>4. Treatment for low BG<br>5. Naloxone for suspected opioid overdose | 1. Evaluate for stroke<br>2. Blood Glucose<br>3. Vascular Access<br>4. Treatment for low BG |  | 1. If stroke suspected, Computed Tomography / Computed Tomography Angiography (CT/CTA) |

### **Clinical Performance Standard Liquidated Damages**

It is the goal of ICEMA to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, a period of twelve (12) months that begins with the commencement of the contract will be necessary to allow time to identify, test, implement a process to measure specific clinical performance and evaluate performance improvement strategies.

The Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates after the initial 12 month period. If the Contractor underperforms, based on baseline compliance rates, the Contractor shall conduct a comprehensive performance improvement process that includes identification of the root causes. The Contractor will be required to implement a corrective action plan. ICEMA's Medical Director will work in consultation with the Contractor to make recommendations and ICEMA's Medical Director will have final approval of any corrective actions prior to implementation. If the Contractor fails to identify, evaluate, and then implement a corrective action plan, Liquidated Damages shall be assessed.

The Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this contract will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and ICEMA agree to the process to establish Liquidated Damages specified in this contract. It is expressly understood and agreed that the Liquidated Damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as a reasonable estimate of the damages to the County.

If all corrective actions identified are implemented, no Liquidated Damages will be assessed.

The Contractor shall pay Liquidated Damages to ICEMA every quarter following the initial 12 month period that the Contractor fails to attain Clinical Performance Standards and understands that the Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated Damages paid by the Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan, shall be established and assessed. The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the contract. It is understood that these standards and baseline metrics will be established through a collaborative process and the standards and metrics will change and/or be modified over the terms of the contract. Contractor will be expected to meet the baseline metric for each clinical performance standard established.

**The table below provides examples of *proposed* Clinical Performance Standards (actual performance standards will be established):**

| Clinical Performance Standard Examples                                    | Baseline Metric | Under-performance | Damage Assessed | Under-performance | Damages Assessed | Under-performance               | Considered Breach of Contract |
|---|-----------------|-------------------|-----------------|-------------------|------------------|---------------------------------|-------------------------------|
| Blood Glucose measurement for patients with altered neurological function | 95%             | 85-94%            | \$1,500         | 75-84%            | \$3,000          | Anything below 65% in a quarter | Notify of Contract Breach     |
| Albuterol administered for symptomatic asthma or COPD                     | 80%             | 75-79%            | \$1,500         | 65-74%            | \$3,000          | Anything below 65% in a quarter | Notify of Contract Breach     |

The Contractor shall pay liquidated damages to ICEMA for the under-performance of Clinical Performance Standards as measured quarterly unless exempted by ICEMA. Exemptions include, but are not limited, to the following:

- (1) Verified equipment failure with appropriate documentation of reporting and resolution
- (2) Verified technical failure to upload 12-lead ECG
- (3) Communication failure for advance notice of trauma and stroke
- (4) Patient declines treatment and it is properly documented
- (5) Specialty Care Center unable to accept stroke, STEMI, or trauma patient.
- (6) Higher priority concerns take precedence (e.g., scene safety).

#### Clinical References

- (1) California EMS System Core Quality Measures Project – 2019 manual (rev. 8/20): [https://emsa.ca.gov/wp-content/uploads/sites/71/2020/08/2019\\_CM\\_Manual.pdf](https://emsa.ca.gov/wp-content/uploads/sites/71/2020/08/2019_CM_Manual.pdf)

- (2) National EMS Quality Alliance (NEMSQA) National EMS Quality Measure Set - 2019 Revised Measures: <https://www.nemsqa.org/completed-quality-measures/>
- (3) Mission: Lifeline - 2021 Criteria: <https://www.heart.org/-/media/files/professional/quality-improvement/mission-lifeline/ml-ems-recognition-criteria82620.pdf?la=en>
- (4) Ground Air Medical Quality Transport Quality Improvement Collaborative (GAMUT) Metrics: <http://gamutqi.org/metrics.html>
- (5) Myers JB, Slovis CM, Eckstein M, et al: Evidence-based performance measures for emergency medical services systems: a model for expanded EMS benchmarking. Prehospital Emergency Care. Apr-Jun 2008;12(2):141-51
- (6) American College of Surgeons Trauma Quality Improvement Plan (TQIP): <https://www.facs.org/quality-programs/trauma/tqip/best-practice>



## EXHIBIT 8 - FINANCIAL REPORTING EXCEL SPREADSHEET

Instructions for Revenue and Expense Assumptions MS-Excel File

### **Instructions**

The Proposer is to complete the Revenue Assumptions, Expense Assumptions and Output tabs to their best ability using information listed in the Request for Proposals (RFP) and Computer Aided Dispatch (CAD) data provided by the Inland Counties Emergency Medical Agency (ICEMA).

The active spreadsheet can be found in the San Bernardino County Electronic Procurement Network (ePro)  
<https://epro.sbcounty.gov/bsc/view/login/login.xhtml>

## Revenue Assumptions

[illegible]

## Expense Assumptions

| Description                                  |      |                            | Year 1       | Year 2 | Year 3 | Year 4 | Year 5 | Comment / Explanation |
|--|------|----------------------------|--------------|--------|--------|--------|--------|-----------------------|
| <b>Operating Expense Assumptions</b>         |      |                            |              |        |        |        |        |                       |
|  |      | Salary Range (Year 1)      | FTEs by year |        |        |        |        |                       |
| Headcount (FTEs)                             |      | Low High                   |              |        |        |        |        |                       |
| Paramedics                                   | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| EMTs   | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Position                                     | \$   | - \$                       | -            | -      | -      | -      | -      |                       |
| Subtotal - Headcount (FTEs)                  |      |                            | -            | -      | -      | -      | -      |                       |
|  |      | Calculated Annual Increase |              |        |        |        |        |                       |
| Salaries and Wages                           |      |                            |              |        |        |        |        |                       |
| Employee Regular                             | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Employee Overtime                            | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Contract Labor                               | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Subtotal - Salaries and Wages                | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Payroll Taxes & Employee Benefits            |      |                            |              |        |        |        |        |                       |
| All Payroll Taxes / Workers Comp             | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Employee Benefits                            |      |                            |              |        |        |        |        |                       |
| Pension (Employer Match)                     | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Medical / Health Care                        | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Dental                                       | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Vision                                       | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Uniforms                                     | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other  | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Subtotal - Payroll Taxes & Employee Benefits | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Purchased Services                           |      |                            |              |        |        |        |        |                       |
| Partnership/Subcontracting                   | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| EMS Agency Oversight and Monitoring Services | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Centralized EMD Dispatch Center              | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Firstwatch Initial Charge                    | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Firstwatch Annual Charge                     | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| ImageTrend Annual Charge                     | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other Purchased Services                     | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Subtotal - Purchased Services                | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Estimated Response Time Penalties            | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
|  |      |                            |              |        |        |        |        |                       |
| Description                                  |      |                            | Year 1       | Year 2 | Year 3 | Year 4 | Year 5 | Comment / Explanation |
| <b>General &amp; Administrative</b>          |      |                            |              |        |        |        |        |                       |
| Professional services / consulting fees      | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Rent / leases                                | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Utilities and telephone                      | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Office supplies / equipment                  | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Billing and collection expense               | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| General and Auto Liability Insurance         | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Performance Security expense                 | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other Overhead expense                       | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Corporate / Regional allocations             | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Depreciation                                 | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other  | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Subtotal - General & Administrative          | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Vehicles                                     |      |                            |              |        |        |        |        |                       |
| Vehicle Lease                                | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Gas, oil, tires                              | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Repairs and maintenance                      | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Depreciation                                 | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other  | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Subtotal - Vehicles                          | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Medical Supplies / Equipment                 |      |                            |              |        |        |        |        |                       |
| Equipment Lease                              | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Medical Supplies                             | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Repairs and maintenance                      | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Depreciation                                 | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other  | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Subtotal - Medical Supplies / Equipment      | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other Operating Expenses                     |      |                            |              |        |        |        |        |                       |
| Information Technology expenses              | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Training / QI expenses                       | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Community Education expenses                 | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other dispatch/communication expense         | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Depreciation                                 | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Other  | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Subtotal - Other Operating Expenses          | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Interest Expense                             | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |
| Total Operating Expenses                     | 0.0% | \$                         | - \$         | - \$   | - \$   | - \$   | - \$   |                       |

| Additional Calculations | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Comment / Explanation |
|-------------------------|--------|--------|--------|--------|--------|-----------------------|
|                         |        |        |        |        |        |                       |

| Additional Calculations | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Comment / Explanation |
|-------------------------|--------|--------|--------|--------|--------|-----------------------|
|                         |        |        |        |        |        |                       |

## Output

| Description                           | Year 1     |               |                 | Year 2     |               |                 | Year 3     |               |                 | Year 4     |               |                 | Year 5     |               |                 |
|---------------------------------------|------------|---------------|-----------------|------------|---------------|-----------------|------------|---------------|-----------------|------------|---------------|-----------------|------------|---------------|-----------------|
|                                       | # of trips | Gross Revenue | Net Collections | # of trips | Gross Revenue | Net Collections | # of trips | Gross Revenue | Net Collections | # of trips | Gross Revenue | Net Collections | # of trips | Gross Revenue | Net Collections |
| <b>All Patient Charges</b>            |            |               |                 |            |               |                 |            |               |                 |            |               |                 |            |               |                 |
| Medicare                              | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           |
| Medicaid                              | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           |
| Commercial Insurance                  | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           |
| Private Pay & Other                   | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           |
| <b>Subtotal - All Patient Charges</b> | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           | -          | AREF1         | AREF1           |
| <b>Other Revenues</b>                 |            |               |                 |            |               |                 |            |               |                 |            |               |                 |            |               |                 |
| QIAF Revenue                          | -          | \$            | -               | \$         | -             | \$              | -          | \$            | -               | -          | \$            | -               | -          | \$            | -               |
| PPMGT Revenue                         | -          | \$            | -               | \$         | -             | \$              | -          | \$            | -               | -          | \$            | -               | -          | \$            | -               |
| All Other Revenue                     | -          | \$            | -               | \$         | -             | \$              | -          | \$            | -               | -          | \$            | -               | -          | \$            | -               |
| <b>Subtotal - Other Revenues</b>      | -          | \$            | -               | \$         | -             | \$              | -          | \$            | -               | -          | \$            | -               | -          | \$            | -               |
| <b>Total Net Revenues</b>             |            |               | AREF1           |            |               | AREF1           |            |               | AREF1           |            |               | AREF1           |            |               | AREF1           |
| <b>Operating Expenses:</b>            |            |               |                 |            |               |                 |            |               |                 |            |               |                 |            |               |                 |
| Salaries and Wages                    |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Payroll Taxes & Employee Benefits     |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Purchased Services                    |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Partnership/Subcontracting            |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Centralized EMD Dispatch Center       |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Other Purchased Services              |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| <b>Subtotal - Purchased Services</b>  |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Estimated Response Time Penalties     |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| General & Administrative              |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Vehicles                              |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Medical Supplies / Equipment          |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Other Operating Expenses              |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| Interest Expense                      |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| <b>Total Operating Expenses</b>       |            | \$            | -               | \$         | -             | \$              | -          | \$            | -               |            | \$            | -               |            | \$            | -               |
| <b>Income from Operations</b>         |            |               | AREF1           |            |               | AREF1           |            |               | AREF1           |            |               | AREF1           |            |               | AREF1           |



## EXHIBIT 9 - INVESTIGATIVE AUTHORIZATION - COMPANY

The undersigned organization, a prospective Proposer, to provide ground ambulance service for San Bernardino County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. That assurance will require an inquiry into aspects of company operations deemed relevant by Inland Counties Emergency Medical Agency (ICEMA) or its agents. The company specifically agrees that ICEMA or its agents may conduct an investigation into, but not limited to the following matters:

- (1) The financial stability of the company, including its owners and officers, any information regarding a potential conflict of interests, past problems in dealing with other clients or cities where the company has rendered service, or any other aspect of the company operations or its structure, ownership, or key personnel which might reasonably be expected to influence the County's selection decision,
- (2) The company's current business practices, including employee compensation and benefits arrangements, pricing practices, billing and collections practices, equipment replacement and maintenance practices, in-service training programs, means of competing with other companies, employee discipline practices, public relations efforts, current and potential obligations to other buyers, and general internal personnel relations,
- (3) The attitude of current and previous customers of the company toward the company's services and general business practices, including patients or families of patients served by the company, physicians, or other health care professionals knowledgeable of the company's past work, as well as other units of local government with which the company has dealt in the past,
- (4) Other businesses in which company owners and/or other key personnel in the company currently have a business interest,
- (5) The accuracy and truthfulness of any information submitted by the company in connection with such evaluation.

This authorization shall expire one year from the date of the signature.

*AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN BY THE COMPANY:*

Date

Organization

By: Signature (authorized representatives)

Name(s) (typed)

Title

State of

County of

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022 before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement and acknowledged that s/he executed the same has her/his free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

Notary Public

(Seal)

My Commission Expires

## EXHIBIT 10 - INVESTIGATIVE AUTHORIZATION - INDIVIDUAL

The undersigned, being (title) for \_\_\_\_\_ (Company), which is a Proposer to provide Advanced Life Support (ALS), Basic Life Support (BLS), Interfacility Transport (IFT) and Critical Care Transport (CCT) ambulance service to San Bernardino County, recognizes that public health and safety requires assurance of safe, reliable, and cost-efficient ambulance service. In order to judge this bid, it is necessary to require an inquiry into matters which are deemed relevant by San Bernardino County, Inland Counties Emergency Medical Agency (ICEMA), or its agents, such as, but not limited to, the character, reputation, and competence of the company's owners and key employees.

The undersigned specifically acknowledges that such inquiry may involve an investigation of his or her personal work experience, educational qualifications, moral character, and general background, and specifically agrees that San Bernardino County, ICEMA, or its agents, may undertake a personal investigation of the undersigned for the purpose stated. This authorization shall expire twelve (12) months from the signature date.

*AUTHORIZATION FOR SUCH INVESTIGATION IS HEREBY EXPRESSLY GIVEN:*

|           |                         |
|-----------|-------------------------|
|           |                         |
|           | Date                    |
|           |                         |
|           | Signature               |
|           |                         |
|           | Individual Name (typed) |
| State of  |                         |
| County of |                         |

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022 before me, the undersigned, a Notary Public in and for the said County and State, personally appears \_\_\_\_\_ to me known to be the person described herein and who executed the foregoing Affirmation Statement and acknowledged that s/he executed the same has her/his free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year above written.

|                       |               |
|-----------------------|---------------|
|                       |               |
|                       | Notary Public |
|                       |               |
|                       | (Seal)        |
| My Commission Expires |               |

## EXHIBIT 11 - EMS DISPATCH CENTER & COMMUNICATION EQUIPMENT REQUIREMENTS

The County requires the Contractor at start-up to enter into a separate agreement with the County's Centralized Emergency Medical Dispatch (EMD) Center and pay for the provision of EMD and Computer Aided Dispatch (CAD)-to-CAD coordination services.

The County's Centralized EMD Center will provide Medical Priority Dispatch for resource determination and will determine the Contractor's priority level to all 911 ALS and BLS calls within the Comprehensive Service Area following Inland Counties Emergency Medical Agency (ICEMA) Medical Director approved EMD policies and protocols. The County's Centralized EMD services with Medical Priority Dispatch System (MPDS) charges are estimated at \$5.00 per call the first year with annual increases.

### **Centralized EMD Center Services**

1. Shall provide a system for Emergency Medical Services (EMS) dispatch meeting the International Academies of Emergency Dispatch EMD standards and ICEMA policies.
2. Receive and process calls for emergency medical assistance from primary and/or secondary public safety answering points,
3. Utilize EMD for systemized caller interrogation as approved by ICEMA's Medical Director,
  - a. Prioritize the urgency of the response,
  - b. Dispatch appropriate EMS resources,
  - c. Give post-dispatch and pre-arrival instructions to callers,
4. Coordinate with the Contractor to establish a CAD-to-CAD link at the Contractor's expense.
5. Coordinate with public safety and the Contractor's personnel as needed,
6. Develop dispatch procedures cooperatively with ICEMA and the Contractor including dispatch performance standards and compliance,
7. Centralized EMD Center will utilize the Quality Improvement (QI) programs ProQA and AQUA to ensure dispatcher compliance to MPDS protocols, and provide monthly reports to ICEMA,
8. Develop dispatch procedures cooperatively with ICEMA and the Contractor including dispatch performance standards and compliance with the goal of achieving Accredited Center of Excellence (ACE) Accreditation within eighteen (18) months,
9. Provide timely electronic reports that are designed jointly by the Centralized EMD Center, Contractor and ICEMA following agreed-upon timelines,
10. Implement priority dispatch protocols, to include dispatching of Basic Life Support (BLS) and Advanced Life Support (ALS) ambulances according to ICEMA policies, provision of Emergency Communication Nurse System (ECNS), and telemedicine in the future when established by ICEMA.
11. Provide uninterrupted EMD/ MPDS services 24/7/365.
12. Enable CAD view capability to ICEMA.

### **Contractor Requirements**

1. Shall operate and utilize a CAD system that has the capability to manage deployment of all ambulance services,
2. Shall have a full-time dispatch center manager, employ experienced dispatch system status Controllers 24/7/365 with the full authority to control the re-positioning of ambulances between posts, Exclusive Operating Areas (EOAs), and to manage crew breaks and shift changes,
3. Establish a CAD-to-CAD link with the Centralized EMD Center,
4. Schedule ALS, BLS, IFT and CCT transports,
5. Obtain, install, and maintain in the Contractor's ambulances all such communications equipment as determined by ICEMA to be necessary for the effective and efficient dispatch of ambulances. For ambulances responding to 911 calls, Global Positioning System (GPS) Location Systems are required,
6. Be financially responsible for installation, purchase, rental, and maintenance of communication equipment in all ambulances and staffed vehicles provided in this proposal,
7. Establish policies that ensure upon receipt of a private request for ambulance services, pertinent information including callback number, location, time of notification, time of dispatch, and nature of the incident is ascertained,
8. Ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained,
9. Deploy ambulances most optimally and efficiently including but not limited to:
  - a. Describe the process for making changes to the ambulance deployment plan, or the third-party software and the turnaround time for such changes,
  - b. Describe the required information needs to ensure ambulance performance to the ambulance deployment plan, or the third-party software and the turnaround time for such changes,
  - c. Describe the type of reports and timelines associated with these reports,
  - d. Describe the anticipated dispatching performance standards and measurements.

#### **Communication Equipment Requirement**

1. The Contractor will be responsible to install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this RFP.
2. The current system uses the 800 frequencies as the primary ambulance dispatch frequency and uses alphanumeric pagers or SMS messaging to mobile communication devices, Mobile Data Computers (MDCs), and Location Station Alerting Systems through the Centralized EMD Dispatch Center CAD system.
3. Fire service agencies operate on Very High Frequency (VHF) radio frequencies. Contractor's supervisor units and ambulances can access this system via a separate fire channel.
4. The Contractor must have Automatic Vehicle Locators (AVL)/GPS/ Mobile Data Computers (MDC) in place in ambulances, and field supervisor vehicles. This equipment must be integrated with the County's Centralized EMD Center CAD.
5. The Contractor must equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance and crew member must be able to communicate at all times, in all locations, with the Centralized EMD Center, other ambulances, supervisor's vehicles, receiving hospitals, and fire agencies.
6. Each ambulance must have a mobile radio in the front cab with the capability for hospital communication in



the rear patient compartment.

7. Each ambulance must have two (2) portable radios, one (1) for each crew member and capable of interoperability with fire responders.
8. Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance will be equipped with AVL, and GPS fully interfaced to the CAD system for unit recommendation and System Status deployment purposes.
9. Identify all communications equipment (type, brand, number) that will be carried on ambulances and supervisors' vehicles including, but not limited to:
  - a. Radios
  - b. AVL/GPS/MDCs
  - c. Telephones
  - d. Alerting devices
  - e. Laptop computers for ePCR.

## EXHIBIT 12 - CURRENT SAN BERNARDINO COUNTY AMBULANCE RATES



## Inland Counties Emergency Medical Agency

1425 South D Street, San Bernardino, CA 92415-0060 • (909) 388-5823 • Fax (909) 388-5825 • [www.icema.net](http://www.icema.net)

Serving San Bernardino, Inyo, and Mono Counties

Daniel Munoz, Interim EMS Administrator

Reza Vaezazizi, MD, Medical Director

DATE: June 03, 2022

TO: EMS Ground Transport Providers - San Bernardino County

FROM: Daniel Munoz  
Interim EMS Administrator

SUBJECT: FY 2022-23 AMBULANCE RATE ADJUSTMENT  
EFFECTIVE JULY 1, 2022 - JUNE 30, 2023

In conformance with the ICEMA Reference #3060 - ICEMA Ground Based Ambulance Rate Setting Policy - San Bernardino County approved by the ICEMA Governing Board on May 8, 2012, the following represents ambulance rate adjustments effective July 1, 2022. The attached "Ground Ambulance Service Rate Definitions" will be utilized in the application of the rates.

| Ambulance Rate Components                                | Base Rate<br>FY 2021-2022 Rate |  | Increase CPI +<br>County Comparison |  | Final Rate<br>FY 2022-2023 Rate |  |
|--|--------------------------------|--|-------------------------------------|--|---------------------------------|--|
|  | Urban<br>Operating<br>Areas    | Rural/<br>Wilderness<br>Operating<br>Areas | Urban<br>Operating<br>Areas         | Rural/<br>Wilderness<br>Operating<br>Areas | Urban<br>Operating<br>Areas     | Rural/<br>Wilderness<br>Operating<br>Areas |
| Advanced Life Support (ALS)<br>Base Rate (All Inclusive) | \$1,732.92                     | \$1,906.21                                 | \$137.69                            | \$151.46                                   | \$1,870.61                      | \$2,057.67                                 |
| Basic Life Support (BLS) Rate                            | \$1,248.36                     | \$1,373.20                                 | \$99.19                             | \$109.11                                   | \$1,347.55                      | \$1,482.31                                 |
| Emergency Fee  | \$305.35                       | \$335.89                                   | \$8.56                              | \$9.42                                     | \$313.91                        | \$345.31                                   |
| Oxygen   | \$189.39                       | \$208.33                                   | \$5.31                              | \$5.84                                     | \$194.70                        | \$214.17                                   |
| Night Charge   | \$218.62                       | \$240.52                                   | \$6.13                              | \$6.74                                     | \$224.75                        | \$247.26                                   |
| Critical Care Transport                                  | \$2,051.56                     | \$2,256.70                                 | \$57.55                             | \$63.31                                    | \$2,109.11                      | \$2,320.01                                 |
| Mileage (per mile or fraction<br>thereof)                | \$32.11                        | \$32.11                                    | \$0.90                              | \$0.90                                     | \$33.01                         | \$33.01                                    |
| Wait Time  | \$57.35                        | \$57.35                                    | \$1.60                              | \$1.60                                     | \$58.95                         | \$58.95                                    |
| EKG  | \$130.36                       | \$130.36                                   | \$3.65                              | \$3.65                                     | \$134.01                        | \$134.01                                   |

If you have any questions regarding the policy and associated rate calculations, please contact Gerry Gardner, Supervising EMS Specialist, at (909) 388-5816 or via e-mail at [gerald.gardner@cao.sbcounty.gov](mailto:gerald.gardner@cao.sbcounty.gov).

DM/ggg

Attachment

c: File Copy

| BOARD OF DIRECTORS                      |                                      |   |  |                                 |   |
|---|--------------------------------------|---|--|---------------------------------|---|
| Col. Paul Cook (Ret.)<br>First District | Janice Rutherford<br>Second District | Dawn Rowe<br>Vice Chair<br>Third District | Curt Hagman<br>Chairman<br>Fourth District | Joe Baca, Jr.<br>Fifth District | Leonard X. Hernandez<br>Chief Executive Officer |

## EXHIBIT 13 - ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable United States Department of Health and Human Services (DHHS) regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. § 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

|   |  |
|---|--|
| <b>Name of 504 Person:</b>  |  |
| <b>Name of Contractor(s):</b>   |  |
| <b>Street Address or P.O. Box:</b>  |  |
| <b>City, State, Zip Code:</b>   |  |
| <b>I certify that the above information is complete and correct to the best of my knowledge</b> |  |
| <b>Signature:</b>   |  |
| <b>Title of Authorized Official:</b>  |  |
| <b>Date:</b>  |  |

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees find that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

## EXHIBIT 14 - FINANCIAL REQUIREMENTS

### Financial Reporting

1. The Contractor shall make available quarterly system reports to include revenue and system expenses as compared to budget in a manner approved by the Inland Counties Emergency Medical Agency (ICEMA).
2. The Contractor shall make available a Year-end Financial Report to ICEMA Administrator for review. This report shall include annual financial statements reviewed by an independent certified public accountant in accordance with generally accepted accounting procedures. Statements shall be available to ICEMA on an annual basis within one hundred twenty (120) calendar days of the close of the Contractor's fiscal year. If the Proposer's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Bernardino County operation shall be required and shall be subject to the independent auditor's review.
3. The Proposer shall provide a statement agreeing to provide ICEMA all financial reports identified above including an annual audited financial statement according to Generally Accepted Accounting Principles (GAAP).

### Payment and Charges

The Contractor shall also be required to pay a fee in accordance with the cost of contract compliance monitoring as set by ICEMA and the Board of Supervisors. This fee is intended to offset ICEMA's cost of oversight of Contractor's operations, in accordance with 2 CFR Part 200 Uniform Guidance. The contract compliance monitoring fee is estimated to be \$1,800,000 for the first year of the contract and will receive an annually Consumers Price Index (CPI) adjustment. The Contractor will pay the following service charges as estimated below annually:

| Estimated Annual Services   |             |
|---|-------------|
| Emergency Medical Services (EMS) Agency Oversight & Monitoring services | \$1,800,000 |
| ImageTrend, Annual estimate   | \$180,000   |
| FirstWatch, On-line Compliance Utility (OCU), FirstPass Initial         | \$100,850   |
| FirstWatch, OCU, FirstPass Annual                                       | \$17,356    |
| Centralize Emergency Medical Dispatch (EMD) Center*                     | \$917,275   |

\*Based on 2021 911 call volume at \$5.00 per call

### Ambulance Transport Rate Adjustments

1. Ambulance rates may be adjusted annually to compensate for inflation which shall be based on the percentage increase in the average CPI of the following Consumer Price Index factors for All Urban General Consumers (CPI-U) and the Medical Care Services of the Commodities and Services Group of the CPI for All Urban Users, Los Angeles, Orange and Riverside counties index, as compiled and reported by the Bureau of Labor Statistic for the previous 12-month period last for which published figures are then available:
  - a. 50% of the CPI – Medical Care Index
  - b. 50% of the CPI – All Urban General Consumers (CPI-U)
2. Any rate adjustment made under the CPI provision shall not exceed 5% and must be approved in writing by the ICEMA Administrator. In the event that CPI-based rate adjustments do not compensate for the increased cost of operating ambulance services in the Comprehensive Service Area. The Contractor may request an additional rate increase, which shall be subject to approval by the ICEMA Administrator in order to ensure a fair and appropriate

cost to residents and visitors in the Comprehensive Service Area. The ICEMA Administrator's decision will be informed by documentation submitted by the Contractor to substantiate the need for a rate increase. Such documentation may include but is not limited to system statements, audited financial report, collection rate and payer mix.

3. The Contractor may propose rate changes to ICEMA no more frequently than annually, unless the Contractor can demonstrate to the satisfaction of ICEMA that, due to extraordinary changes in reimbursement or the cost structure of operations (beyond the control of the Contractor), an undue financial hardship would exist in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.
4. Any increase of greater than 5% must be approved by the San Bernardino County Board of Supervisors. ICEMA reserves the right, in its sole discretion, to conduct a local program audit in the event that the Contractor requests a fee increase in excess of 5%. ICEMA will require a program audit to conclude whether the Contractor is complying with the financial and operational terms and conditions of the contract. ICEMA will hire the auditor and the cost of the audit will be paid by the Contractor. The auditor will identify key agreement terms and conditions, and review the related documentation (e.g., invoices, agreement amendments, regulatory requirements, accounting records, financial reports, correspondence). The audit report will provide findings, conclusions and recommendations related to the Contractor's compliance. Failure of the Contractor to comply fully with the audit shall result in denial of the requested increase. The Board of Supervisors must approve any rate adjustment beyond those specified above to adjust for inflation.

## EXHIBIT 15 - INSURANCE

The Contractor shall provide proof of insurance or a letter from their insurance company/underwriter of their ability to obtain and maintain the minimum insurance coverage in full force and effect throughout the term of this contract, and thereafter as to matters occurring during the term of this contract. If the Proposer is self-insured, the Proposer shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

Provide evidence of proof of ability to obtain insurance as identified below:

|   |  |  |
|---|--|--|
| □ | General Liability (Including operations, products, and completed operations, as applicable.) | <p>The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:</p> <ul style="list-style-type: none"> <li>a. Premises operations and mobile equipment.</li> <li>b. Products and completed operations.</li> <li>c. Broad form property damage (including completed operations).</li> <li>d. Explosion, collapse, and underground hazards.</li> <li>e. Personal injury.</li> <li>f. Contractual liability.</li> <li>g. \$10,000,000 general aggregate limit.</li> </ul> |
| □ | Automobile Liability   | <p>Primary insurance coverage shall be written on an International Organization for Standardization (ISO) Business Auto coverage form for all owned, hired, and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars (\$5,000,000) for bodily injury and property damage, per occurrence.</p> <p>If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of ten million dollars (\$10,000,000) for bodily injury and property damage per occurrence.</p>  |
| □ | Workers' Compensation  | <p>A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.</p> <p>If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.</p>        |



|                          |   |   |
|--------------------------|---|---|
|                          |   | With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.   |
|                          | Umbrella Liability Insurance                  | An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.   |
| <input type="checkbox"/> | Employers' Liability                          | \$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.   |
| <input type="checkbox"/> | Professional Liability (Errors and Omissions) | <p>Professional Liability – Professional Liability Insurance with limits of not less than ten million (\$10,000,000) per claim and twenty million (\$20,000,000) aggregate limits.</p> <p>or</p> <p>Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than ten million (\$10,000,000) and twenty million (\$20,000,000) aggregate limits</p> <p>or</p> <p>If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.</p>  |
| <input type="checkbox"/> | Abuse/Molestation Insurance                   | Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.  |
| <input type="checkbox"/> | Environmental Liability                       | <p>In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:</p> <p>a. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.</p> |

|                          |                      |  |
|--------------------------|----------------------|--|
|                          |                      | b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.  |
| <input type="checkbox"/> | Cyber Liability      | Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.   |
| <input type="checkbox"/> | Performance Security | <p>The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of twenty million dollars (\$20,000,000) payable without condition to San Bernardino County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended.</p> <p>If using a performance bond, it must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.</p> |

## EXHIBIT 16 - ATTESTATION

The Proposer acknowledges and agrees that by submitting a proposal the Proposer attests that the Proposer has read the entire RFP and all Exhibits, and understands all of the requirements contained within, prior to submitting their proposal.

The Proposer also acknowledges and agrees that by submitting a proposal the Proposer is expressing that they will accept all of the following statements as true if their proposal is selected:

- (1) Proposer will comply with all elements of their proposal.
- (2) Proposer will comply with County Contract Standard Terms and Conditions.
- (3) Proposer will comply with all ICEMA policies and protocols.
- (4) Proposer will pay Liquidated Damages as part of the contract for under performance, and the Proposer understands that Exhibits 6 and 7 list the exemption considerations.
- (5) Proposer understands the County's Centralized Emergency Medical Dispatch (EMD) Center will provide EMD and Medical Priority Dispatch System (MPDS) services in accordance with the Inland Counties Emergency Management Agency (ICEMA) Medical Director's dispatch process and protocols, and will comply with all communication requirements in Exhibit 11.
- (6) Proposer understands they will be required to establish a Computer Aided Dispatch (CAD)-to-CAD link with the County's Centralized Dispatch Center.
- (7) Proposer understands they will be required to operate an ambulance dispatch center or contract with the County's Centralized Dispatch Center for 911 ambulance dispatch services,
- (8) Proposer will purchase for licensure under ICEMA the Emergency Medical Services (EMS) System Monitoring, FirstWatch (FirstWatch On-line Compliance Utility [OCU] & First Pass) Surveillance Platform, pay for all connections, programming charges and agree to pay the ongoing maintenance charges.
- (9) Proposer will comply with all the financial reporting requirements as identified in Exhibit 14.
- (10) Proposer will pay ICEMA support charges for County compliance management and regulatory activities as identified in Exhibit 14.

## EXHIBIT 17 - DEFINITIONS

**Accredited Center of Excellence (ACE)** - Accreditation awarded by International Academies of Emergency Dispatch to dispatch centers that show clear evidence of compliance and consistent performance to standards.

**Advanced Life Support (ALS)** – As defined in Health and Safety Code Section 1797.52.

**Agreement** – The Contract between the Inland Counties Emergency Medical Agency (ICEMA), San Bernardino County, and the Contractor awarded according to this solicitation.

**ALS Unit** – An ambulance specially equipped to provide advanced life support services, staffed by at least one Emergency Medical Technician (EMT) and one paramedic.

**Ambulance** – Any vehicle specially constructed, modified, or equipped, and licensed by the California Highway Patrol if required, and used for transporting sick, injured, infirmed, or otherwise incapacitated person, and capable of supporting Basic Life Support (BLS) or a higher level of care.

**Ambulance Ordinance** - The San Bernardino County EMS Ordinance can be found by going to [CHAPTER 8: AMBULANCES \(amlegal.com\)](https://www.amlegal.com).

**Ambulance Unit** – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

**Automated External Defibrillation (AED)** – A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

**Authorized EMS Dispatch Center** - The Authorized Emergency Medical Services (EMS) Dispatch Center, within San Bernardino County, authorized for the dispatch of ambulance services by ICEMA.

**AVL** – Automatic Vehicle Locator.

**Bariatric Ambulance** - A bariatric ambulance is an ambulance vehicle modified to carry the severely obese. They have extra-wide interiors, carry bariatric stretchers, and specialized lifting gear capable of carrying very large patients.

**Basic Life Support (BLS)** – As defined in Health and Safety Code Section 1797.60.

**BLS Unit** – As defined in Health and Safety Code Section 1797.60. Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

**Business Day** - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq.

**California Division of Occupational Safety and Health Agency (CAL/OSHA)** – State agency that protects and improves the health and safety of working men and women in California.

**Call Prioritization** – A process in which service requests are prioritized based on predefined criteria approved by the ICEMA Medical Director.

**Cardio-Pulmonary Resuscitation (CPR)** – An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

**Cardiac Arrest Registry to Enhance Survival (CARES)** – Data registry initiated in 2004 as an agreement between the Center for Disease Control and Prevention (CDC) and the Department of Emergency Medicine at Emory University to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

**Clinical Performance Measures** – The method or instrument to estimate or monitor the extent to which the actions of a healthcare practitioner or provider conform to practice guidelines, medical review criteria, or standards of quality.

**Commission on Accreditation of Ambulance Services (CAAS)** - An independent Commission established to set a comprehensive series of standards for the ambulance service industry designed to help increase operational efficiency and decrease risk and liability across the entire spectrum of the organization.

**Comprehensive Annual Financial Report (CAFR)** - The official annual report of a governmental unit containing the basic financial statements, management discussion and analysis (MD&A) and other required supplementary information and statistical data prepared in accordance with standards established by the Governmental Accounting Board.

**Comprehensive Service Area** – Emergency Operating Areas bundled (1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, and 12a) to establish a Comprehensive Service Area.

**Computer-Aided Dispatch (CAD)** – A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real-time maintenance of incident database, and providing management information.

**Continuous Quality Improvement (CQI)** – The approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

**Contract Materials** - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the contract for or on behalf of the County, whether or not copyrighted.

**Contract** - The agreement between ICEMA, San Bernardino County, and the Contractor awarded according to this solicitation.

**Contractor** - The person or other entity awarded a contract in conformance with the terms of this solicitation and any subsequently agreed-upon terms.

**County Data** - All information, data, and other content, including confidential information and other information whether or not made available by ICEMA, San Bernardino County or San Bernardino County's agents, representatives, or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

**County Systems** - The information technology infrastructure of San Bernardino County or any of its designees, including computers, software, databases, networks, and related electronic systems.

**County** – San Bernardino County

**Critical Care Transport (CCT)** – Ambulances staffed with a paramedic or registered nurse, trained at the critical care transport level to provide a higher level of care to patients being transported between licensed healthcare facilities. ICEMA Policy [8020](#) also allows for a Respiratory Therapist as part of a CCT team.

**Critical Incident Stress Management (CISM)** – Adaptive, short-term psychological helping-process that focuses solely on an immediate and identifiable problem.

**Deployment** – The procedures by which ambulances are distributed throughout the service area. The deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

**Dispatch Time** – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

**Electronic Patient Care Report (ePCR)** – A document that records patient information, assessment, care, treatment,

and disposition by prehospital personnel.

**Emergency** – Any real or self-perceived event which threatens life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.

**Emergency Air Ambulance** – An aircraft with emergency medical transport capabilities.

**Emergency Ambulance** – Any vehicle meeting California regulatory standards that are equipped or staffed to provide EMS levels at BLS or higher for emergency transportation.

**Emergency Call** – A real or self-perceived event where the EMS system is accessed by the 911 emergency access number or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

**Emergency Department (ED)** – An approved receiving department within a licensed hospital.

**Emergency Medical Dispatch (EMD)** – Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call and resource priority, and pre-arrival instruction.

**EMS Agency** – Inland Counties Emergency Medical Agency (ICEMA)

**Emergency Medical Services (EMS)** – This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

**EMS Aircraft** - Includes air ambulances and all categories of rescue aircraft as defined in the California Code of Regulations, Title 22, Division 9, Chapter 8.

**EMS Medical Director** – shall mean the ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

**EMS System** – The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure a timely and medically appropriate response to medical emergencies.

**Emergency Medical Technician (EMT)** – An individual trained in all facets of BLS according to standards prescribed by the California Code of Regulations and who has a valid certificate issued according to that code.

**Emergency Medical Technician-Paramedic (EMT-P)** – Individuals whose scope of practice to provide advanced life support is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

**Enroute Time** – The elapsed time from unit alert to unit enroute.

**Exclusive Operating Area (EOA)** – An EMS area or subarea defined by the emergency medical services plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

**Fire Responder** – Fire based emergency medical responder in San Bernardino County.

**First Responder** – An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

**Force Majeure** - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

**Fractile Response** – A method of measuring ambulance response times in which all-applicable response times are



stacked in ascending length. Then, the total number of calls generating response within nine minutes fifty-nine seconds (9:59 for example) is calculated as a percent of the total number of calls. A 90th percentile, or 90%, the standard is most commonly used. When a 90th percentile response time standard is employed, 90 percent of the applicable calls are arrived at in less than 9:59 minutes, while only 10% take longer than 9:59 minutes.

**Geographical Information Systems (GIS)** – A framework for gathering, managing, and analyzing data.

**Global Positioning System (GPS)** – A system that utilizes satellite data to determine location.

**Health Insurance Portability and Accountability Act (HIPAA)** – legislation that provides data privacy and security provisions for safeguarding medical information.

**ICEMA Policies and Protocol Manual** – The policies and protocols directing the medical operations of emergency medical services for ICEMA participants. [http://www.sbcounty.gov/icema/main/policies\\_and\\_protocols.aspx](http://www.sbcounty.gov/icema/main/policies_and_protocols.aspx)

**Incident Command System (ICS)** – Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

**Inland Counties Emergency Medical Agency (ICEMA)** – The regional Emergency Medical Services agency representing San Bernardino, Inyo, and Mono counties.

**Inter-Facility Transports (IFT)** – Ambulance transports between healthcare facilities.

**Key Employee** - Employees of the Proposer possessing unique skill and experience assigned to carry-out all aspects of the contract resulting from this RFP.

**LEMSA** – Local EMS Agency

**LIFENET** - The LIFENET® System is a comprehensive cloud-based platform that helps teams work more efficiently. Share critical patient data to help care teams reduce time-to-treatment for ST-Elevation Myocardial Infarction (STEMI) patients. Request remote cardiology consult through the dedicated LIFENET Consult application. Rapidly distribute post-event review data to crews immediately after a code. Manage LIFEPAK device software and configuration fleet-wide from a single website. The LIFENET System provides innovative tools to help teams work as efficiently as possible.

**Medical Priority Dispatch System (MPDS)** – A set of established protocols utilized by dispatchers to determine the level of response necessary.

**MDC** – Mobile data computer (also known as MDT- Mobile Data Terminal)

**Multi-Casualty Incident (MCI)** – An emergency situation where the number of patients overwhelms the available resources.

**Medical Base Hospital** – The source of direct medical communications and supervision of the immediate field emergency care performance by EMTs or Paramedics.

**Medical Protocol** – Written standards for patient medical assessment and management.

**Mutual Aid/Mutual Assistance** – Shall refer to 1) responses into the San Bernardino County Comprehensive Service Area from a ground transport provider outside the Comprehensive Service Area for the purpose of assisting the Contractor with ambulance requests for service; 2) responses by the Contractor to service areas outside the San Bernardino County Comprehensive Service Area for the purpose of assisting the ground transport provider in an adjacent service area.

**National Incident Management System (NIMS)** – A systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work together seamlessly.

**Occupational Safety and Health Agency (OSHA)** – Federal agency that protects and improves the health and safety of working men and women.

**Online Compliance Utility (OCU)** – Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

**On-Scene** – The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle stops at the address of the call. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine it is safe to enter. If off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of a paved roadway or closed gate.

**Paramedic** – An individual trained and licensed to perform ALS procedures under the direction of a physician. Also, known as an EMT-P.

**Peak-Load Staffing** – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements.

**Post** – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" maybe a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

**Priority Dispatching and EMD Determinant** – A structured method of prioritizing requests for an ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

**ALPHA** = No lights or siren response typically for a BLS ambulance

**BRAVO** = Lights and siren response typically for a BLS ambulance

**CHARLIE** = BLS or ALS ambulance response, no lights, and siren (depending)

**DELTA** = ALS ambulance response, serious injury / medical

**ECHO** = ALS ambulance response for life status questionable (cardiac arrest, traumatic arrest)

**Productivity** – The measures of work used in the ambulance industry that compare the used resources (unit- hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

**Proposal Review Committee (Committee)** – A committee consisting of professional subject matter experts with experience in healthcare delivery models and government procurement procedures, to evaluate responsive proposals based on the criteria specified in the solicitation. Committee members shall be bound by the terms of a conflict-of-interest statement and confidentiality agreement.

**PST** - Pacific Standard Time, including Pacific Daylight Time when in effect

**Public Access Defibrillation (PAD)** – A program that places automatic external defibrillators throughout communities.

**Public Safety Answering Point (PSAP)** – A government-operated facility that receives emergency calls for assistance through the 911 system or over private telephone lines.

**ReddiNet** - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

**Release at Scene** – Patients refusing treatment and/or transport when the paramedic agrees there is no need for care.

**Response Time** – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

**ST-Elevation Myocardial Infarction (STEMI)** – A heart attack caused by the complete blockage of a heart artery.

**Standardized Emergency Management System (SEMS)** – A structure for coordination between the government and local emergency response organizations.

**System Standard of Care** – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

**System Status Management** - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

**System Status Plan (SSP)** – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every system has a system status plan. The plan may or may not be written, elaborate or simple, efficient, or wasteful, effective, or dangerous.

**Transport Volume** – The actual number of requests for service that result in patient transport.

**Unit Activation Time** – The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

**Unit Hour** – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

**Unit Hour Utilization (UHU) Ratio** – A measurement of how hard and how effectively the system is working. It is calculated by dividing the number of responses initiated during a given period of time, by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

**Utilization** – A measure of work that compares the available resources (unit-hours) with the actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

## EXHIBIT 18 – PUBLIC RECORDS ACT EXCEPTION FORM

### PUBLIC RECORDS ACT EXEMPTIONS

PROPOSER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE# (    ) \_\_\_\_\_ FAX # (    ) \_\_\_\_\_

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list any exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**